

## Terms and Conditions for Buyers at Chiswick Auctions

### 1. BEFORE THE SALE

#### 1.1 Agent for the seller

Unless otherwise agreed, Chiswick Auctions Ltd, hereafter referred to as CA LTD acts as agent for the seller. The contract for sale of the property is therefore made between the Seller and the Buyer.

#### 1.2 Definitions

For the purposes of the current Terms and Conditions, the Seller shall be defined as the owner of the Goods. It is implied that the Seller is the legitimate owner and is authorised to sell the Lot.

The Bidder is any registered person participating in the auction, and the Buyer is the successful Bidder for a particular Lot.

The Lot means the item(s) put up for sale by CA Ltd and to which the present Terms and Conditions apply.

#### 1.3 Catalogue descriptions

Any representation in any catalogue or otherwise as to the origin, date, age, attribution, genuineness or estimated selling price of any lot is a statement of opinion only. Such statements do not constitute a representation warranty or assumption of liability by CA Ltd in relation to the Lot. Any prospective Buyer should satisfy themselves prior to the sale as to the reliability of the catalogue description.

The absence of mention related to prior restorations in the Catalogue descriptions does not imply that the good is exempt thereof.

Photographs of any Lot provided by CA Ltd are for indicative purposes only and are not deemed to be a precise representation of the said Lot. The Buyer is advised to seek independent expert advice in order to be assured of the authenticity and true state of the good.

#### 1.4 Inspection

Prior to auction, prospective purchasers are strongly advised to personally examine personally any property in which they are interested to satisfy themselves in relation to matters which may concern them.

#### 1.5 Condition report

CA Ltd may issue a Condition Report on request prior to the sale.

This Condition Report is for identification purposes only and cannot be considered as giving a precise account of the Lot's true state. Thus, some imperfections and faults may not be accounted for in the Condition Report. As aforementioned, and in the absence of any contractual value of the Condition report, it is the Buyer's sole duty to inspect in person the Lot in order to be assured of its true condition and CA Ltd shall not be responsible for assertions within the Condition Report hereto.

#### 1.6 Electricals

All electrical items are sold as seen and CA Ltd offers no guarantee as to the working condition of such items or their safety.

It is the Buyer's duty to take necessary steps to be assured that the Lot is safe for normal use.

#### 1.7 Estimates

Estimates are based on various factors inherent to the situation of the market at the time of the sale, as well as considerations such as the

condition, rarity, or quality of the item etc. Estimates are only indicative and represent the opinion of CA Ltd. Estimates provided by CA Ltd cannot constitute a guarantee as to the value of the good. Subsequently, goods may sell at prices lower or higher than the provided estimates.

#### 1.8 Reserves

Many Lots are offered subject to a reserve, which is the confidential minimum sale price. The reserve will never exceed the low estimate printed in the catalogue. CA Ltd may open the bidding on any Lot below the reserve by placing a bid on behalf of the seller, and may in their discretion continue to bid up to the reserve price. This can be achieved by bidding in response to other bidders or alternatively by placing consecutive bids.

#### 1.9 Registration to the sale

New bidders will need to register prior to the sale. It is strongly advised bidders register at least 24 hours before the sale. Registration thereafter shall be at the auctioneer's entire discretion.

International bidders may be required to register 48 hours before the sale and to submit bank details.

A deposit may be requested prior to each sale.

Failure to register shall result in the impossibility for the bidder to purchase a Lot.

#### 1.10 Proof of identity

Bidders not previously known to CA Ltd will be required to provide:

- Official proof of identity in the form of a passport or photocard driving licence. No other forms of ID are acceptable.
- Proof of address of main residence. Only official documents showing name and address will be accepted.
- Both landline and mobile telephone numbers
- A bank reference for foreign bidders may be requested
- Corporate clients will have to provide a certificate of incorporation prior to the auction, along with the representative's ID in accordance with the abovementioned requirements for proof of identity.

Any Bidder that does not match the provided identity for registration may not purchase during the sale.

### 2. DURING THE SALE

#### 2.1 Attendance at auction

Attending the auction in person is recommended.

CA Ltd has the right in their absolute discretion to refuse participation in any auction, to reject any bid, and to refuse admission to the premises. Bidders are not obliged to be present in person at the auction.

Absentee bidders shall be required to make necessary arrangements with CA Ltd prior to the sale.

#### 2.2 Personal bidding

Bidders attending the auction in person shall be required to collect a number plate prior to the sale.

### **2.3 Commission bids**

CA Ltd will use reasonable efforts to carry out Commission bids received by them prior to the sale for the convenience of clients who are not present at the auction in person. Execution of Commission bids is a free service provided to help clients and CA Ltd does not accept liability for any failure to execute a Commission bid or for errors and omissions in connection with it.

Commission bids shall be executed at the lowest possible price, subject to competing bids and reserves. Although CA Ltd will endeavour to inform Buyers, it is the Buyer's responsibility to check if they have been successful in purchasing a Lot.

In the event of multiple commissions at the same price, the commission set at the older date shall be taken into account.

### **2.4 Telephone bids**

If a bidder is not able to attend in person an auction, CA Ltd will use reasonable efforts to contact prospective Buyers who make arrangements prior to commencement of the sale to bid by telephone.

CA Ltd cannot be held responsible in the event of issues affecting connectivity, resulting in the loss of a chance of purchasing the Lot for the Bidder.

### **2.5 Internet bids**

Some sales may be available to internet bidding, as well as personal attendance. In this event, CA Ltd shall not be held responsible for issues affecting connection.

### **2.6 Bidding on behalf of someone**

A Buyer may bid by proxy. In this event, proof of identity of both the Buyer and the proxy must be communicated to CA Ltd prior to the sale. A copy of the mandate shall also be required.

### **2.7 Bidding on an item**

Bid incrementing is at the auctioneer's entire discretion.

### **2.8 Video transmission**

For the purpose of the sale, Lots may be displayed on video during the auction. In the event of transmission issues, CA Ltd shall not be held responsible for any subsequent outcome.

### **2.9 Online-only auctions**

Some auctions may be available to bidders only through an online platform. In this event, Buyers have a 14 day period at reception of the Lot to withdraw from the sale, in accordance with EU Consumer Law.

### **2.10 Dispute resolution during the auction**

Any dispute shall be settled at the auctioneer's absolute discretion. Under no circumstances will a sale be cancelled after the fall of the hammer, except at the auctioneer's entire discretion.

## **3. CONTRACT FORMATION AND EFFECTS**

### **3.1 Contract of sale**

The contract of sale is between the Buyer and the Seller.

The Buyer shall be the bidder at the highest price at the fall of the hammer. The sale is deemed complete once the auctioneer announces its completion by the fall of the hammer and the contract shall be binding thereafter between the Buyer and the Seller and CA Ltd.

When a Buyer purchases multiple Lots, each Lot is the subject of a separate contract of sale.

### **3.2 Transfer of property**

Property of the goods shall pass to the Buyer only once CA Ltd has received full payment for the goods, this includes the price at the fall of the hammer as well as Buyer's premium, relevant taxes, and costs in relation to shipping.

### **3.3 Transfer of risks**

Purchased Lots shall be at the Buyer's risk in all respects from the fall of the hammer, and neither CA Ltd nor their agents shall be responsible for any loss or damage of any kind, whether caused by negligence or otherwise.

### **3.4 Cancellation of the sale**

At the fall of the hammer, the contract is formed between the Buyer and CA Ltd and is binding thereafter.

Under no circumstances can the Buyer cancel the sale.

CA Ltd may at its entire discretion, during or after the auction, cancel the sale of the Lot or reoffer and resell the Lot if it becomes aware of any error or dispute of any nature, whether or not title has passed to the Buyer, and up to a period of 6 months after the said sale.

Grounds for cancellation under the present section shall include but not be limited to any dispute relating to the attribution or provenance of the Lot, ownership and title, fraud or deceit, lack of relevant licences or certificates, any subsequent changes in domestic or international legislations restricting the sale of export of goods etc.

In the event of internet-only auctions, the Buyer shall have a 14 day right to retract, after reception of the Lot, under EU Consumer Law.

Public auctions are not covered by this right to retract.

### **3.5 Returns and refunds**

CA Ltd will only issue a refund using the same method of payment originally used by the Buyer to pay for the purchase, or by bank transfer. The Buyer's refund will be processed without undue delay and in any event within no more than 28 days of the day the Buyer gave CA Ltd notice of cancellation.

If the Buyer exercises their right of retraction when authorised to do so by Law, CA Ltd shall proceed to issue a complete refund, comprising the hammer price of the Lot, buyer's premium and shipping fees. However return fees shall remain at the expense of the Buyer.

## **4. AFTER THE SALE**

### **4.1 Payment**

All purchased lots must be paid for on the day of the auction. Commission bids must be paid for no later than the day after the auction. Payment must be in cash, debit, credit card or bank transfer. Cheques are not accepted.

Cash payments shall not be receivable for amounts over €10,000, regardless of the payment being for one or multiple Lots.

Payments made by someone other than the registered Buyer shall not be accepted.

Title will not pass to the Buyer until CA Ltd has received all amounts due to them in cleared funds even if the Lot has been released to the Buyer.

### **4.2 Buyer's Premium**

The Buyer will pay CA Ltd a premium of 25% on the hammer price plus VAT on that commission on the first £500,000 and 12% plus VAT on the balance thereafter. A Buyer's Premium of 19.5% plus VAT is charged on Wine & Spirits Lots.

The standard rate of VAT is charged on the premium except on Lots marked '†' where normal VAT rules apply and the standard rate of VAT will be charged on both hammer price and premium.

In order to receive a refund of VAT amounts/Import VAT (as applicable) non-EU buyers must:

- (a) have registered to bid with an address outside of the EU; and
- (b) export the lot from the EU within 30 days of collection for \* lots and 3 months of collection for all other lots and immediately afterwards provide us with satisfactory proof of export.
- (c) Details of the documents which you must provide to us to show

satisfactory proof of export/shipping are available from our Finance team. A processing fee of £35.00 per invoice is charged to check shipping/export documents.

(d) No VAT amounts or Import VAT will be refunded where the total refund (after deducting the processing fee) is under £35.

#### 4.3 Taxes

The Buyer is responsible for paying VAT on any Lot, above hammer price and Buyer's premium. The rate applicable shall be the legal rate at the date of the sale.

Goods such as books and antique books, music, maps and charts etc. are subject to zero-rated VAT.

In addition, any import taxes that may be incurred shall be paid by the Buyer above hammer price, VAT and Buyer's premium. The present paragraph applies in particular to imports within the United-States and Australia. The Buyer is advised to verify such matters prior to the sale.

#### 4.4 Artist Resale Rights / Droit de Suite

Lots marked with 'ARR' may be subject to a levy.

Droit de Suite is a royalty payable to a qualifying artist or to the artist's heir each time a work is resold during the artist's lifetime and up to a period of 70 years after the artist's death. Royalties are calculated on a cumulative sliding percentage scale based on the hammer price excluding the buyer's premium. The royalty does not apply to Lots selling below the sterling equivalent of €1,000 and the maximum royalty payable on any single Lot is the sterling equivalent of €12,500. Royalties for Droit de Suite are as follows:

- From 0 to €50,000 4%
- From €50,000.01 to €200,000 3%
- From €200,000.01 to €350,000 1%
- From €350,000.01 to €500,000 0.5%
- Exceeding €500,000 0.25%

#### 4.5 Remedies for non-payment

If the Buyer fails to make full payment in cleared funds within the time required as aforementioned, CA Ltd shall be entitled to exercise any one or more of the following rights or remedies additional to such other rights or remedies available:

- To cancel the sale
- To charge interest at 4% per annum above the base rate of Lloyds Bank Plc.
- To resell the Lot on such terms by auction or otherwise entirely at CA Ltd's discretion. The Buyer will be liable for all costs including legal fees incurred in the sale and will remain liable for any shortfall arising upon sale.
- To offset against any sums which CA Ltd may owe the Buyer the outstanding sums unpaid by the said Buyer
- Where the Buyer owes sums to CA Ltd in respect of different transactions, to discretionarily apply any sum paid by the Buyer for discharge of any owed sums.
- To refuse entry to the Buyer at any future auction and/or reject any future bids by the Buyer and/or seek a deposit from the Buyer entirely in the discretion of CA Ltd.
- To exercise a lien over the Buyer's property in the possession of CA Ltd as collateral for any outstanding sums owed and to exercise all the rights and remedies of a person holding security over any such property, whether by way of pledge, security interest or in any other way to the extent permitted by Law.
- To commence legal proceedings for the recovery of the total amount due together with interest, legal fees and costs.
- To take such other action as is permissible by Law and in the discretion of CA Ltd.

#### 4.6 Collection

Purchased Lots can be collected from the auction room after the sale has ended or between 10am and 6pm up until close of business on the Friday following the sale. Special arrangements may be made for collection on Saturday at CA Ltd's discretion.

#### 4.7 Storage

Purchased Lots not collected before 6pm on the day after the sale shall incur storage charges of £5.00 per Lot, per day or part thereof. CA Ltd shall be entitled to retain purchased Lots sold until all sums due have been paid to CA Ltd. If any purchased lot remains uncollected 21 days after the sale, storage charges shall thereafter be £10 per day and CA Ltd shall, in accordance with the Law, have the right to sell the purchased Lot to recover payment of storage charges outstanding.

Any balance proceeds of sale received after payment of all sums outstanding and due to CA Ltd shall be held for the account of the Buyer.

#### 4.8 Shipping

Any shipping costs that may arise subsequently to the sale shall be at the Buyer's expense. Such costs may include but not limited to postage, import and export permits where required and any other licence necessary for goods to be shipped outside of the European Union.

CA Ltd does not offer insurance for shipping. However, CA Ltd may arrange insurance upon the Buyer's request and at the Buyer's expense. CA Ltd cannot be held responsible for any damages that may be incurred to goods prior to the fall of the hammer.

#### 4.9 Loss or Damage

CA Ltd does not accept liability for loss or damage occurring to Lots after the sale. CA Ltd will use reasonable efforts when handling packing and shipping of Lots purchased, but shall not be responsible for any loss or damages that may occur whilst the said Lot is in any third party's care.

#### 4.10 Cultural Goods import and export restrictions

Cultural goods may be subject to import and export restrictions. Under EU Regulations related to the trade of cultural goods, export licences may be required for export outside of the European Union if the item's value exceeds the EU threshold. Under UK Law, a licence may also be required for intra-EU trade.

Licenses are issued by Arts Council England and it is the Buyer's duty to obtain them. Some countries restrict the import of specific cultural goods. For example, the United States prohibits the import of pre-Columbian monumental or architectural sculpture or murals, as well as any cultural goods in provenance from some countries subject to armed conflicts.

The Buyer must verify local legislation prior to the sale in order to be assured that import or export is possible.

#### 4.11 CITES import and export restrictions

Certain endangered species are listed in the CITES Convention. Listed specimens and any parts or products thereof are subject to issuance of an export permit when leaving the European Union.

Appendix I species, are also subject to issuance of a prior import permit from the country in which the goods are to be imported. Such permits are necessary before applying for export permits and it is the Buyer's duty to initiate the proceedings with the relevant authority.

The Buyer must be aware that certain countries prohibit the import of some species or any parts or products derived thereof. For example, the United States prohibit all import of African elephant ivory, and any item containing parts that may merely resemble African elephant ivory must be accompanied by relevant documentation stating it is not the latter.

Worked items that are dated before 1947 are exempt from import restrictions for intra-EU trade and shall not require export licences.

Please be aware that all Lots marked with the symbol  $\lambda$  are subject to CITES regulations.

#### 4.12 Limitation of liability regarding CITES export licenses

Where licences are required for importing or exporting outside of the European Union, it is the Buyer's duty to obtain them.

CA Ltd cannot be held responsible if the Buyer's application for an export permit is unsuccessful. Subsequently, in the event of failure thereof, CA Ltd shall not permit cancellation or rescission of the sale.

#### 4.13 Warranties

CA Ltd does not provide the Buyer with warranties relating to any Lot, unless required by Law.

#### 4.14 Authenticity warranty

In the event of a Lot being sold as authentic under the catalogue description and the Buyer provides evidence in the form of a written report by a recognised expert or test results that the said Lot is not, CA Ltd will refund the purchase price.

The Buyer shall give notice to CA Ltd within 28 days from knowledge or any event giving reasons for suspecting that the item is not authentic, and within one year of the said sale. Any claim thereafter shall not be receivable. For the purposes of the present paragraph, authenticity shall be defined as the state of a Lot that is genuine and not a forgery or a copy.

### 5. ANTIQUITIES AND TRIBAL ART

#### 5.1 Import and export restrictions and regulations

Archaeological goods over 100 years of age, unless covered by exemption of limited scientific interest, will require an EU Licence for export to a third country, regardless of their value.

It is recommended that the Buyer contact the Export Licensing Unit at Arts Council England in order to be assured the good is or not of limited archaeological or scientific interest.

Archaeological goods found on United-Kingdom soil or in UK territorial waters over 50 years of age shall require a UK Licence regardless of their value and regardless of the export destination. Other archaeological objects regardless of their origin will require an Individual Licence or OGEL depending on their value.

Both European-Union and UK Licences may be required simultaneously for some items. It is the Buyer's duty to undertake the necessary steps. CA Ltd cannot be held responsible and the sale cannot be cancelled in the event of failure to obtain the relevant licences.

### 6. JEWELLERY

#### 6.1 Gemstone treatment and estimates

Many gemstones on the market have been treated so as to augment their appearance, in a reversible or permanent manner. Treatments under the present section may be but not limited to:

- Heat treatment to enhance sapphires and rubies' clarity and colour
- Oil and resin treatments for emeralds applied in different ways, to enhance clarity of the stone
- Staining
- Irradiation
- Coating

Estimates provided by CA Ltd are deemed to be based on the fact that the gemstone may have been subject to any type of treatment in the past. CA Ltd shall not be responsible in the absence of mention thereof.

A certificate may be issued by a laboratory, providing with detailed information on the condition of the gemstone and any treatment applied thereto. The Buyer must be aware that different laboratories have different approaches as to the degree or type of treatment for a particular gemstone. If a certificate accompanies the Lot, the Buyer must be aware that it is merely a statement of the laboratory's opinion and in no way can CA Ltd

be held responsible for any mentions therein. Such certificates are deemed to be delivered with the Lot for informative purposes only.

#### 6.2 Estimated weights

If a stone's exact weight appears within the body of the description, the stone has been un-mounted and weighed by CA Ltd. If the weight of a stone is stated to be approximate, the stone has been assessed by CA Ltd within its setting, and the defined weight is a statement of opinion only. This information is given as a guide and bidders should satisfy themselves with regard to this information as to its accuracy.

#### 6.3 Signatures

**'A diamond ring, by X':** When the maker's name appears in the title, in Chiswick Auctions' opinion the piece is by that maker.

**'A diamond ring, signed X':** Has a signature that, in Chiswick Auctions' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

**'A diamond ring, mounted by X':** Has been created by the jeweller, in Chiswick Auctions' opinion, but using stones or designs supplied by the client.

**'Maker's mark for X':** Has a maker's mark which in Chiswick Auctions' opinion is authentic.

Some items may include parts or products derived from endangered species, such as ivory or coral. Such items may be subject to import or export restrictions. See section on CITES regulations for more details.

### 7. CLOCKS AND WATCHES

All Lots are sold as seen. Clocks and watches are therefore not deemed to be sold in working condition. Absence of reference thereof in the description does not imply that the Lot is in good condition and without defects, or has been subject to repair or restoration.

CA Ltd 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.

Most clocks and watches are likely to have been repaired in the past, and as a result may include parts that are not original thereto.

The United-States restrict the importation of watches such as Rolex, Frank Muller or Corum. Such models can only be imported personally by the Buyer and CA Ltd cannot assist with shipping thereof.

Some watches may include leather straps derived from endangered species. Buyers may be required to obtain appropriate permits for import or export purposes in accordance with CITES regulations.

CA Ltd acts in compliance with such legislations and shall take necessary steps where required. Subsequently, watches may be deemed sold without their straps.

### 8. FURNITURE

#### 8.1 Upholstered furniture after 1950

According to The Furniture and Furnishings (Fire Safety) Regulations 1988, furniture that was upholstered after the 1st of January 1950 is subject to restrictions in the United-Kingdom.

Exempt upholstered furniture that does not meet such requirements is deemed sold for purely aesthetic purposes. CA Ltd shall not be responsible for later alterations to the furniture, making it unfit for sale.

### 9. FINE ART

#### Fine Art paintings as included in the catalogue description

**'X 1600-1670':** In Chiswick Auctions' opinion, it is an authentic work by the artist.

**‘Attributed to X 1600-1670’:** In Chiswick Auctions’ opinion, it is probably a work by the artist.

**‘Circle of X 1600-1670’:** In Chiswick Auctions’ opinion, it is a work by an unidentified artist working in the artist’s style and during the period of the artist’s life.

**‘Follower of X 1600-1670’:** In Chiswick Auctions’ opinion, it is a work by an unidentified artist working in the artist’s style, contemporary or near contemporary.

**‘School of X, 17th century’:** In Chiswick Auctions’ opinion, it is a work executed in that period and in the style associated with that artist.

**‘French School, 17th century’:** In Chiswick Auctions’ opinion, it is a work executed in that period and in the style associated with a particular location.

**‘Manner of X’:** In Chiswick Auctions’ opinion, it is a work by an unidentified artist working in the artist’s style but at a later date, although not of recent execution.

**‘Style of X’:** In Chiswick Auctions’ opinion, it is a work by an unidentified artist working in the artist’s style and of recent execution.

**‘After X 1600-1670’:** In Chiswick Auctions’ opinion, it is a copy by an unidentified artist of a named work by the artist.

Lots sold ‘as seen’ or ‘as found’ are deemed to be sold in their present condition, with their faults and defects. The Bidder must be aware that purchase of such Lots is at their own risk.

## 10. ASIAN ARTS

### 10.1 Import and export restrictions

When dealing with Asian Arts and more specifically with items made of exotic wood (e.g. all species of rosewood) or elephant ivory, the Buyer must be aware of import and export restrictions in accordance with CITES Regulations. As aforementioned in the Section relating to such matters, import and export permits or re-export certificates may be required. Verification letters will be required for re-export of worked rhinoceros items.

### 10.2 Fine Chinese Paintings

Current scholarship in the field of Chinese Paintings and Calligraphy does not permit unqualified statements as to the authorship or date of execution. The limited right of rescission contained in the present terms and conditions does not apply to Chinese paintings.

Notwithstanding, if within 28 days of the sale of any such Lot, the original purchaser gives written notice to CA Ltd that the Lot is a forgery and within fourteen days after giving such notice, the original purchaser returns the lot to us in the same condition as at the time of sale and demonstrates to our satisfaction that the lot is a forgery, CA Ltd will rescind the sale and refund the purchase price received. For this purpose, a ‘forgery’ is defined as a work created with the intent to deceive.

## 11. BOOKS AND MANUSCRIPTS

Books and manuscripts sold as incomplete are not subject to returns. Printed books may be returned for a full refund only if they prove to be defective in text or illustration. This shall not apply to the absence of blanks, half titles or advertisements, to un-named books or to books sold under the heading of ‘binding’ or ‘bindings’.

## 12. WINES AND SPIRITS

In accordance with agreed standards in the trade, estimates shall be deemed to have taken into account the fill level.

For the purposes of the present Terms and Conditions, the ‘Fill Level’ refers to the space between the base of the cork and the liquid in the bottle. Fill levels may vary with age or depending on the condition of the wine or spirit.

Lack of mention thereof in the description is not a representation of an ‘acceptable’ fill level from CA Ltd.

CA Ltd offers no guarantee as to suitability for drinking of the wine or spirit. The Buyer must be aware of the risk that the taste of a wine or spirit may be altered due to factors such as age, storage conditions, oxidation, etc.

## 13. COPYRIGHT

CA Ltd shall own the copyright on all images, illustrations and written material produced by or for CA Ltd relating to a Lot, including catalogue contents. Such copyright shall remain at all times the property of CA Ltd. Neither the Buyer nor anyone else shall use the abovementioned materials without the prior written consent of CA Ltd.

Some Lots may be subject to copyright protection, CA Ltd does not guarantee said Lots are free thereof.

## 14. DATA PROTECTION

The Buyer agrees that personal information transmitted to CA Ltd may be disclosed exclusively for the purposes of business, or as required by Law. CA Ltd shall not use personal information for any other purpose without the Buyer’s prior consent.

CA Ltd never sell, lend or trade in personal data provided by any Bidder.

## 15. SEVERABILITY

Whenever and to the extent that any provisions of these terms would or might contravene the provision of any relevant legislation, such provision is to take effect only in so far as it may do so without contravening such legislation and the legality, validity and enforceability of any of the remaining provisions are not in any way to be affected or impaired as a result.

## 16. AMENDMENTS

The current Terms and Conditions may be amended, verbally or in writing, prior to the sale.

## 17. LAW AND JURISDICTION

The rights and obligations of the parties with respect to these Conditions of Sale and the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with the Law of England and Wales.

For the benefit of CA Ltd all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship warranty relate or apply. All parties agree that CA Ltd shall retain the right to bring proceedings in any court other than the Courts of England.