



Auction

Terms and Conditions



These Terms and Conditions of Sale ("Conditions") set out the legal relationship between the Buyer and LOROS Hospice. By registering to bid and participate in the Rocket Round Leicester 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 Friday 3rd September 2021 and updated on Friday 24th September 2021.

Introduction

The Rocket Round Leicester Live Auction is managed by LOROS Hospice, registered charity number 506120. (known hereafter as LOROS).

The Auctioneer is Hansons Auctioneers.

The Rocket Round Leicester online auction is managed by Wild in Art (WIA) on behalf of LOROS Hospice in partnership with our online auction partner, Bidpath.

Both the live auction at The National Space Centre, and the online auction will work in tandem with bids from both being taken into account. Anyone wishing to bid online can bid live on the night, or pre-bid online if they so wish.

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'.



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3.2. LOROS 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. Lots can be inspected at our Farewell Weekend at The National Space Centre on Saturday 9th – Sunday 10th October 2021.



3.3. All Lots will by default be supplied with the Rocket Sculpture only, excluding any concrete plinths used for display during the public Rocket Round Leicester trail and Farewell Event. Should the Buyer wish to also purchase a concrete plinth, this can be arranged by contacting fundraising@loros.co.uk at least 3 days prior to auction.

4. Before the Auction

4.1. Every Bidder must register with LOROS Hospice (including providing the relevant card information if required) in accordance with the Buyer's Guide (see Bidder Registration). Those who wish to bid in the Auction online must create a Wild in Art Auctions Account and register for the Rocket Round Leicester auction at rocket.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 our due diligence checks. Personal information shall be used only in accordance with Condition 7 below.

5. During the Auction

5.1. LOROS Hospice and Hanson Auctioneers 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.

5.2. All bids must be made in Pounds Sterling. VAT is not applicable to this transaction.

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.

5.3. 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), 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 LOROS Hospice before the start of the Auction that the Bidder is acting as agent on behalf of an identified third party acceptable to, and registered with LOROS Hospice. Only then will LOROS Hospice 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.



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5.4. LOROS Hospice 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 using our Telephone and Absentee Bidder Registration form which is available online at loros.co.uk/auction.



5.5. If LOROS Hospice 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 the Rocket Round Leicester Auction 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, LOROS Hospice 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 LOROS 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, LOROS Hospice and Rocket Round Leicester websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art, LOROS Hospice and Rocket Round Leicester publications of whatever nature. The participant releases Wild in Art and LOROS Hospice and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and LOROS 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.

5.9. 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. LOROS Hospice will raise invoices for each successful Bid and these will be sent to the successful Bidders by email.

6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by LOROS Hospice, 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 LOROS Hospice.



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6.3. Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when LOROS Hospice 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 invoice 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 LOROS Hospice from the Buyer have been received by LOROS Hospice in cleared funds even in circumstances where LOROS Hospice has released the Lot to the Buyer.

6.7. In the event of default by the Buyer, LOROS Hospice 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 LOROS Hospice shall think fit;

6.7.4 take such other action as LOROS Hospice deem necessary or appropriate. If LOROS Hospice 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 LOROS Hospice 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. LOROS Hospice 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 LOROS Hospice shall reasonably require. Subject to this, the Buyer shall collect, or have shipped or collected for shipment, purchased Lots within 14 calendar days from the date of the sale unless otherwise agreed between LOROS Hospice and the Buyer. Lots can be collected in person by appointment only.



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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, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that LOROS 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 LOROS Hospice and in those circumstances the Buyer will be charged and will pay any storage or transport costs along with any additional reasonable costs and expenses incurred by LOROS Hospice.



6.10. It is the Buyer's responsibility to ensure that any Lot purchased from LOROS Hospice 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.

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

7. Use of information

7.1. By registering to bid at the Rocket Round Leicester Auction you are consenting to allow Wild in Art and LOROS Hospice (registered charity number 506120) to contact you about the Rocket Round Leicester Auction and to process your personal data for the purposes of administering the Rocket Round Leicester 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 Rocket Round Leicester Auction.

7.3. 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 Rocket Round Leicester 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.

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 Notice.

1. Wild in Art wildinart.co.uk/privacy-policy
2. LOROS Hospice loros.co.uk/our-policies/privacy-policy
3. Hansons Auctioneers hansonsauctioneers.co.uk/buying-selling-at-auction/buying-and-selling-terms/
4. Bidpath bidpath.com/privacy-policy/



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8. Terms of Guarantee of Authenticity

8.1. LOROS Hospice and WIA guarantee that the items sold at the auction are the 100% original Rocket Round Leicester sculptures created by artists, which were displayed around the city of Leicester from 19th July – 26th September 2021 and at our Farewell Event on 9th-10th October event to be sold to raise money for LOROS Hospice. All rockets will come with its own Certificate of Authenticity



8.2. Except as expressly provided in these Conditions, LOROS Hospice 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 LOROS 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 LOROS Hospice and shall not be used by the Buyer, nor by anyone else, without Wild in Art and LOROS Hospice's written consent. Wild in Art and LOROS Hospice 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

LOROS Hospice 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 LOROS Hospice'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. LOROS Hospice'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 LOROS Hospice and no other person shall have any rights to enforce any of its terms.

11.3. If LOROS 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 LOROS Hospice 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.



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