



## **Shaun the Sheep in the Heart of Kent Auction**

**September 2024**

(For in person, telephone and proxy bids)

### **Introduction**

The Shaun the Sheep in the Heart of Kent auction is managed by Heart of Kent Hospice registered charity number 298164.

The Auctioneer is Clive Emson Land and Property Auctioneers.

### **Data Protection**

By registering to bid at the Shaun the Sheep in the Heart of Kent auction you are consenting to allow Wild in Art and Heart of Kent Hospice, registered charity number 298164 to contact you about the Shaun the Sheep in the Heart of Kent auction and acknowledge that Wild in Art and Heart of Kent Hospice will process your personal data in accordance with their Privacy Notices for the purposes of administering the XXX 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 Clive Emson Land and Property Auctioneers for the purposes of administering the Shaun the Sheep in the Heart of Kent 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 <<https://www.wildinart.co.uk/privacy-policy> >
2. Heart of Kent Hospice [Heart of Kent Hospice's Privacy Policy \(hokh.org\)](https://www.hokh.org/privacy-policy)
3. Clive Emson Land and Property Auctioneers [new.cliveemson.co.uk/about-us/privacy-policy](https://www.cliveemson.co.uk/about-us/privacy-policy)



## Buyer's Guide

### 1. Introduction

This Buyer's Guide contains a brief overview of the Shaun the Sheep in the Heart of Kent 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 managed by Heart of Kent Hospice and Wild in Art.

**Bidder** - Any person, properly registered and approved by Heart of Kent Hospice and/or WIA 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** – Heart of Kent Hospice and WIA guarantee that the items sold at the auction are the original Shaun the Sheep in the Heart of Kent sculptures created by artists, displayed at the Shaun the Sheep in the Heart of Kent art trail event and sold to raise money for Heart of Kent Hospice.

**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 to be completed at the registration desk upon arrival at the auction.

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 which will be emailed to you by the Shaun project team.

3.1.4. 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.

3.1.5 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 Heart of Kent Hospice – contact [shaun@hokh.co.uk](mailto:shaun@hokh.co.uk) for confirmation of what will be acceptable. - TBC

3.1.6. If you are registering as an agent to bid on behalf of another party, you must produce the relevant ID documents in 3.1.4. and 3.1.5 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. Delivery or Collection of Artworks**

3.2.1. Without any liability, TPS Global Logistics can provide shipping estimates before the Auction; a Bidder requiring this information should speak to representatives from TPS Global Logistics at the auction including the Lot number and shipping address.



3.2.2. If delivery is requested, invoices for the delivery of sculptures will be raised by TPS Global Logistics and will be emailed to the successful buyer following the Auction. Invoices for delivery must be paid before delivery takes place.

3.2.3 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.

3.2.3. TPS Global Logistics 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 TPS Global Logistics nor its freight agents can guarantee that any licences, permits or consents will be granted.

#### **4. At the Auction**

##### **4.1. Bidding**

4.1.1. 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.

4.1.2. All bids must be made in English only.

4.1.3. The auctioneer may accept bids from Bidders present in the sale room, via telephone, or proxy bids delivered to Heart of Kent Hospice before the Auction commences using the Bidder Registration Form which will be emailed upon request.

4.1.4. Telephone Bidders must provide an individual form each lot on which they intend to bid at least 24 hours before the start of the Auction. Please email this to us at [shaun@hokh.co.uk](mailto:shaun@hokh.co.uk)

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

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

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



## **5. After the Auction**

### **5.1. Successful bids**

5.1.1. Heart of Kent 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.

### **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 Heart of Kent 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), 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 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 Heart of Kent Hospice.

5.3.2 The purchaser will be responsible for paying the daily storage cost of £5 per day from the 8th day after the 6<sup>th</sup> October 2024



5.3.2 The purchaser is responsible for insuring their sculpture from when it leaves storage at TPS Global Logistics

5.3.3 Alternatively TPS Global Logistics can provide a quote for delivery/shipping – please email TPS Global Logistics at [transport@tps-global.com](mailto:transport@tps-global.com)

5.3.4 A Buyer who wishes to collect their sculpture must contact the Shaun Team by email at [shaun@hokh.co.uk](mailto:shaun@hokh.co.uk) giving full 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

The Shaun team 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 Heart of Kent Hospice By registering to bid and participate in the Shaun the Sheep in the Heart of Kent 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 26 September 2024.

### **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. The following words in these Terms and Conditions mean:

**Auction** - A live sale by auction managed by Heart of Kent Hospice and Wild in Art.



**Bidder** - Any person, properly registered and approved by Heart of Kent Hospice and/or WIA 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** – Heart of Kent Hospice and WIA guarantee that the items sold at the auction are the original Shaun the Sheep in the Heart of Kent sculptures created by artists, displayed at the Shaun the Sheep in the Heart of Kent Auction event and sold to raise money for Heart of Kent Hospice.

**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 guide.

**Purchase Price** - The Hammer Price

### **3. Auction guide 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. Heart of Kent 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.

### **4. Before the Auction**

4.1. Every Bidder must register using the Bidder Registration Form obtained from Heart of Kent Hospice in accordance with the Buyer's Guide see Bidder Registration.

### **5. During the Auction**



5.1. Heart of Kent 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.

5.2. 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.

5.3. 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 Heart of Kent 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 Heart of Kent Hospice and only then will Clive Emson Land and Property Auctioneers regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirms that he is authorized to bind the third party and that the Buyer has been made aware of and accepts these Conditions.

5.4. Clive Emson Land and Property Auctioneers 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 the Bidder Registration Form.

5.5. If Heart of Kent Hospice 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 Clive Emson Land and Property Auctioneers

5.6. 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, Heart of Kent 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 Bidder Registration Form, each person consents to be filmed and/or photographed and agrees and authorises Wild in Art and Heart of Kent 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 Heart of Kent Hospice websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art and Heart of Kent Hospice publications of whatever nature. The participant releases Wild in Art and Heart of Kent Hospice and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and Heart of Kent 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. Heart of Kent Hospices will raise invoices for each successful Bid, and these will be sent to the successful Bidders by hand/email.

6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by Heart of Kent Hospice, payment is due within 5 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 Heart of Kent Hospice.

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

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

6.7.4 take such other action as Heart of Kent Hospice deem necessary or appropriate. If Heart of Kent 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 Heart of Kent 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. Heart of Kent 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 Heart of Kent Hospice 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 Heart of Kent Hospice and the Buyer. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).

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 Heart of Kent 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 Heart of Kent Hospice and in those circumstances the Buyer will be charged and will pay storage costs and Heart of Kent Hospice's or TPS Global Logistics additional reasonable costs and expenses.

6.10. It is the Buyer's responsibility to ensure that any Lot purchased from Shaun the Sheep in the Heart of Kent auction 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 Heart of Kent Hospice's payment terms nor TPS Global Logistics right to charge interest or storage charges on late collections.

## **7. Use of information**

7.1. By registering to bid at the Shaun the Sheep in the Heart of Kent Auction you are consenting to allow Wild in Art and Heart of Kent Hospice (registered charity number 298164) to contact you about the Shaun the Sheep in the Heart of Kent Auction and to process your personal data for the purposes of administering the Shaun the Sheep in the Heart of Kent Auction. Heart of Kent Hospice and Wild in Art 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 a Telephone Bid or a proxy Bid, you are also consenting that this information will be provided to Clive Emson Land and Property auctioneers for the purposes of administering the Shaun the Sheep in the Heart of Kent Auction.

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

8.1. Heart of Kent Hospice guarantee that the sculptures sold at the auction are the original Shaun the Sheep in the Heart of Kent auction sculptures created by artists for the purposes of raising money for Heart of Kent Hospice.

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

Heart of Kent 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 Heart of Kent 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. Heart of Kent 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 Heart of Kent Hospice and no other person shall have any rights to enforce any of its terms.

11.3. If Heart of Kent 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 Heart of Kent



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.