

# TERMS AND CONDITIONS

## For Online Timed Auctions

These conditions of business for Online Timed Auctions consist of:

1. Information for Buyers;
2. Terms of Consignment (for Sellers);
3. Terms of Sale (for Bidders and Buyers).

### 1. INFORMATION FOR BUYERS AT ONLINE AUCTIONS

#### Introduction

The following notes are intended to assist Bidders and Buyers, particularly those that are inexperienced or new to our online salerooms. All of our Online Timed Auctions are governed by our Terms and Conditions for Online Timed Auctions and any notices that are displayed on any listing for a lot in our online auction catalogue. Our Terms and Conditions for Online Timed Auctions are available for inspection on our website at [www.sworder.co.uk](http://www.sworder.co.uk) and you will be asked to confirm your agreement to these terms before you will be able to place a bid in our Online Timed Auctions. Please contact us if there is anything in our Terms and Conditions for Online Timed Auctions that you do not fully understand.

**Please make sure that you read our Terms of Sale for Online Timed Auctions carefully before bidding in any online auction. If your bid is successful, you will be obliged to comply with our Terms of Sale for Online Timed Auctions.**

#### Methods of payment

Lots must be paid for before they are collected or shipped. Methods by which we accept payment are detailed on our website/online bidding platform, including online payment upon receipt of your invoice, and these should be paid by 5pm on the Friday following the closure of the sale. We accept cash to an upper limit of 10,000 euros equivalent. Any cheques will need to be cleared before you can take the Goods away.

#### Collection and storage

Please note what the terms of sale for Online Auctions say about collection and storage. It is important that you pay for and collect goods promptly. Any delay may involve you having to pay storage charges.

#### Agency

As Auctioneers we usually act on behalf of the Seller whose identity, for reasons of confidentiality, is not normally disclosed. If you buy at auction your contract for the Goods is with the Seller, not with us as Auctioneer.

#### Estimates

Estimates are designed to help you gauge what sort of sum might be involved for the purchase of a particular Lot. Estimates may change and should not be thought of as the sale Price. The lower estimate may represent the Reserve Price (the minimum Price for which a Lot may be sold) and will not be below the Reserve Price. Estimates do not include the Buyer's Premium or VAT (where chargeable). Estimates are prepared some time before the auction and may be altered on the listing for a lot in our online auction catalogue before the auction. They are not definitive.

#### Buyer's Premium

The Terms of Sale for Online Auctions oblige you to pay a Buyer's Premium at 25% on the Hammer Price of each Lot purchased, except for our Fine Wine and Spirits auctions when it is 15%. In addition, VAT is charged on these Premiums (see below).

#### VAT

Items in our online auction catalogue may be marked with a dagger † or double dagger ‡, which indicates that VAT is payable by the Buyer on the Hammer Price and the Buyer's Premium at either the standard rate (currently 20%) or a reduced rate (currently 5%), depending upon the legal requirements relating to that Lot.

Lots which do not have either of the above symbols have no VAT payable on the Hammer Price. This is because such Lots are sold using the Auctioneers' Margin Scheme. The VAT included within the Premium is not recoverable as input tax.

Shipping Costs are liable for VAT and are payable by the Buyer.

#### Shipping of Goods

We offer a delivery service for Lots purchased, either by shipping ourselves, or use of a third party logistics company. Estimates for Shipping Costs for smaller items can be calculated pre-sale on our website under each Lot and are based on value, size and your chosen UK destination. For items purchased the actual cost can be added to your account and paid online after the sale. If you purchase multiple Lots from the same auction, we will combine packaging/deliveries to reduce the Shipping Costs. For lots for which Shipping Costs cannot be automatically calculated, such as furniture, you can obtain a bespoke Shipping Cost from our website to any destination in the world either in advance of the sale or after you have purchased.

Estimates of Shipping Costs on our website are based on the low estimate, whilst the actual cost is based on Hammer Price.

#### Electrical goods

These are sold as 'antiques' only. If you buy electrical Goods for use you must ask a qualified electrician to check them for compliance with safety regulations before you use them.

#### Export of Goods

If you intend to export Goods you must find out:

- a. whether an export licence is needed; and
- b. if there is a prohibition on importing Goods of that character e.g. because the Goods contain prohibited materials such as ivory.

#### Bidding

Bidders are required to register with us before the online auction starts. We reserve the right to impose a deadline prior to the auction by which you must register. If you wish to bid on high value Lots this deadline may be several days before the auction to allow us sufficient time to carry out the necessary checks. Lots will be invoiced to the name and address on the registration form. You will need to provide us with proof of your identity in a form acceptable to us and such other information as we may require. Please note that we may refuse to register you if you do not provide us with all the information and documentation that we ask for or at our discretion.

#### Cancellation of Purchase

If you purchase a lot as a consumer from a seller who is a trader, you may have the right to cancel your purchase of that lot from the day of the auction up to the day which is 14 days after the date on which you take possession of the lot.

## IMPORTANT NOTICES

#### Electrical Goods

All electrical Goods offered in this sale have either been tested and certified safe or unsafe by an appropriately qualified electrician. All electrical Goods certified safe must be re-Commissioned by an appropriately qualified electrician and we recommend those certified safe are similarly re-Commissioned.

#### Post 1950 Upholstered Furniture

All items of furniture included in this sale are offered for sale as works of art. The items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason, they should not be used in a private dwelling.

#### Furniture made of Brazilian Rosewood (Dalbergia Negra)

To comply with CITES Regulations on Post-1947 furniture made of Brazilian Rosewood, all post-war rosewood furniture items have Article 10 certificates.

If you are purchasing rosewood furniture for commercial purposes and not solely for your own use, CITES regulations require you to obtain your own certificate. You would need to contact the Animal Health and Veterinary Laboratories Agency ('AHVLA') and, as part of the process of obtaining your document, it is a requirement that you have seen sight of the Sworders' certificate or are aware of its reference number.

It is therefore the responsibility of commercial Buyers to ensure that they obtain a copy of the appropriate certificate, or the certificate reference number, after purchase from Sworders Fine Art Auctioneers. Items are marked with this sign S.

## TERMS OF CONSIGNMENT For Online Timed Auctions

Please note that if you (or another person acting on your behalf) provide Goods to us to sell on your behalf at our online auction, this signifies that you agree to and will comply with these Terms of Consignment for Online Auctions.

Please note that these Terms of Consignment for Online Timed Auctions relate to auctions held online only. We have separate terms for auctions conducted by an auctioneer.

### 1. Definitions and interpretation

1.1 To make these Terms of Consignment easier to read, we have given the following words a specific meaning:

<b>'Auctioneer'</b>	means GES & Sons Ltd trading as Sworders Fine Art Auctioneers, a company registered in England and Wales with registration number 6858916 and whose registered office is located at Cambridge Road, Stansted Mountfitchet, Essex, CM24 8GE or its authorised Auctioneer, as appropriate;
<b>'Bidder'</b>	means a person who places a bid for Goods at our online auction;
<b>'Bidding Platform'</b>	means the bidding platform on which the online auction is held operated by the Auctioneer, or by a third party service provider on the Auctioneer's behalf;
<b>'Buyer'</b>	means the person who makes the highest bid for the Goods accepted by the Auctioneer;
<b>'Commission'</b>	means the commission that we charge you on the sale of the Goods as set out in Clause 5 below;
<b>'Consumer'</b>	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
<b>'Consumer Contracts Regulations'</b>	means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>'Deliberate Forgery'</b>	means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;
<b>'FCA'</b>	means the Financial Conduct Authority;
<b>'Goods'</b>	means the Goods that you consign to us for sale at our auction;
<b>'Hammer Price'</b>	means the level of the highest bid for the Good (at or above any Reserve) when the listing period for the lot ends/when the Auctioneer brings down the hammer;
<b>'Listing'</b>	means a listing of Goods for sale on the Website or Bidding Platform;
<b>'Premium'</b>	means the Premium charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale for Online Auctions;
<b>'Price'</b>	means the total of the Hammer Price, Premium and any applicable VAT;
<b>'Proceeds'</b>	means the Price less the Commission, the Premium, any expenses incurred to your account and any applicable VAT;
<b>'Reserve'</b>	means the minimum price at which the Goods may be sold;
<b>'Seller'</b>	means the owner of the Goods and any agent who consigns the Goods for sale on the owner's behalf (if applicable);
<b>'Terms of Consignment for Online Auctions'</b>	means these Terms of Consignment for Online Auctions;
<b>'Terms of Sale for Online Auctions'</b>	means the Terms of Sale for Bidders or Buyers at our online only auctions
<b>'Trader'</b>	means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf (such as an agent and/or the Auctioneer);
<b>'VAT'</b>	means any value added tax or equivalent sales tax; and
<b>'Website'</b>	means our website available at <a href="http://www.sworder.co.uk">www.sworder.co.uk</a>

In these Terms of Consignment for Online Auctions the words 'you', 'yours', etc. refer to the Seller. The words 'we', 'us', etc. refer to the Auctioneer. If the consignment of Goods to us is made by an agent, we assume that you (as owner of the Goods) have authorised the consignment and authorised the agent to contract on your behalf. All obligations that apply to the Seller under these Terms of Consignment for Online Auctions shall apply to the owner of the Goods and their agent, jointly and separately. Any reference to a 'Clause' is to a clause of these Terms of Consignment for Online Auctions unless stated otherwise.

### 2. Information that we are required to give to Consumers

#### 2.1 A description of the main characteristics of the

auction-related services that we are providing to you as set out in these Terms of Consignment for Online Auctions or otherwise agreed with you in writing.

2.2 Our name, address and contact details as set out in these Terms of Consignment for Online Auctions and/or on our Website.

2.3 The rate at which we will charge you the Commission plus any applicable VAT on the sale of the Goods as set out in Clause 5.

2.4 The fee that we will charge you plus any applicable VAT as set out in Clause 18 if either the Goods are unsold at auction or the Goods are withdrawn by you from the auction after the Goods have been catalogued and/or marketed by us prior to the auction in any way.

means a person who places a bid for Goods at our online auction;

means the bidding platform on which the online auction is held operated by the Auctioneer, or by a third party service provider on the Auctioneer's behalf;

means the person who makes the highest bid for the Goods accepted by the Auctioneer;

means the commission that we charge you on the sale of the Goods as set out in Clause 5 below;

means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;

means the Financial Conduct Authority;

means the Goods that you consign to us for sale at our auction;

means the level of the highest bid for the Good (at or above any Reserve) when the listing period for the lot ends/when the Auctioneer brings down the hammer;

means a listing of Goods for sale on the Website or Bidding Platform;

means the Premium charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale for Online Auctions;

means the total of the Hammer Price, Premium and any applicable VAT;

means the Price less the Commission, the Premium, any expenses incurred to your account and any applicable VAT;

means the minimum price at which the Goods may be sold;

means the owner of the Goods and any agent who consigns the Goods for sale on the owner's behalf (if applicable);

means these Terms of Consignment for Online Auctions;

means the Terms of Sale for Bidders or Buyers at our online only auctions

means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf (such as an agent and/or the Auctioneer);

means any value added tax or equivalent sales tax; and

means our website available at [www.sworder.co.uk](http://www.sworder.co.uk)

2.5. The arrangements for collection of any unsold Goods as set out in Clauses 18 and 20 and terms regarding payment of any Proceeds due to you set out in Clause 17.

2.6. If you have any complaints, please contact us at [auctions@sworder.co.uk](mailto:auctions@sworder.co.uk).

### 3. Procedure for consigning Goods for sale at online auction

3.1 If you consign Goods to us for sale at online auction, you will need to provide us with the following information about you, in a form acceptable to us:

3.1.1 Your legal name and proof of identity;

3.1.2 Information about the Goods (as set out in Clause 12);

3.1.3 Your bank account details;

3.1.4 Your address and contact details;

3.1.5 Your VAT registration number (if applicable); and

3.1.6 Any other documentation we may require from you, in connection with your identity, in order to comply with anti-money laundering legislation.

3.2 If you do not provide us with, or we are not satisfied with any of the above information, we may refuse to accept consignment of your Goods for sale in our online auction.

3.3 You must provide the Goods to us by any stated deadline (at your expense). We may be able to assist you with this process but any liability incurred to a carrier for haulage charges is solely your responsibility.

### 4. The contract between you and the Buyer

4.1 We will confirm acceptance of a successful bid for the Goods to the Buyer by sending the Buyer a Bid Results confirmation by email. The contract for the purchase of the Lot between you and the Buyer will be formed when we send the Buyer the Bid Results confirmation, unless due diligence information required by the Auctioneer under the Money Laundering Regulations 2019 in accordance with their internal procedure remains outstanding, in which case the contract will be formed when that information is accepted by us as complete.

4.2 You may directly enforce any terms in the Terms of Sale for Online Auctions against a Buyer and/or a Bidder to the extent that you have suffered damages and/or loss as a result of the Buyer and/or the Bidder's breach of the Terms of Sale for Online Auctions.

4.3 If you breach these Terms of Consignment for Online Auctions, you may be responsible for damages and/or losses suffered by a Buyer, Bidder and/or by us. If we are contacted by a Buyer and/or a Bidder who wishes to bring a claim against you, we may at our discretion provide the Buyer and/or Bidder with information or assistance in relation to that claim.

4.4 We normally act as an agent only and will not have any responsibility for default by you or the Buyer.

### 5. Commission

5.1 We will charge you a Commission on the sale of the Goods calculated as a percentage of the Hammer Price, unless we agree with you otherwise, at 17.5% (plus VAT) or for fine wines and spirits 12% (plus VAT) on the first £250 and 8% (plus VAT) thereafter.

5.2 There is a minimum Commission charge of £10.00 plus VAT per Lot.

### 6. Loss and damage to Goods

6.1 We are not authorised by the FCA to provide insurance to you. However, subject only to Clauses 6.3 and 6.4, we accept liability for Goods from the time we take possession of the Goods until title passes to the Buyer.

6.2 Our liability for Goods is limited to our mid pre-sale estimate for the Lot before the sale, or our valuation if no estimate has been agreed, or the Hammer less our Commission if the Lot has sold.

6.3 The liability accepted by us in Clause 6.1 does not include any liability for loss or damage to the Goods that is caused by or results from: (i) any inherent vice or defect affecting the Goods; (ii) acts of God, flood, drought, earthquake or other natural disaster; (iii) acts of terrorism, civil commotion, riots or war; or (iv) nuclear, chemical or biological contamination.

6.4 If you (or your agent) instruct us in writing not to assume liability for Goods, the Goods remain entirely at your risk unless and until the Goods pass to the Buyer or are collected by you or on your behalf. In this case Clauses 6.1 - 6.3 will not apply.

### 7. Illustration Charges

You will pay for the cost of illustration of your Goods produced for the online auction catalogue, our Website or online bidding platforms. We reserve the right to photograph all Goods unless you specifically request us not to. We reserve the right to make

a charge for this service. The copyright in such photographs will be owned by us, along with the text in the online auction catalogue.

#### **8. Reserves**

8.1 Reserves must be reasonable and may not exceed our lower pre-sale estimate for that Lot. We may decline to offer Goods which, in our opinion, would be subject to an unreasonably high Reserve (in which case the Goods carry the storage charge set out in these Terms of Consignment for Online Auctions).

8.2 Once we have agreed a Reserve, this cannot be changed except with your and our consent.

8.3 You may in no circumstances bid personally on the Goods or ask anyone else to bid on your behalf.

#### **9. Electrical items**

We will test and certify safe or unsafe any electrical items that you wish to consign to us for sale using external contractors, and make a charge to you of £10 plus VAT per Lot.

#### **10. Unsafe Goods**

If in our opinion any of your Goods, in particular those which are soft furnishings, infringe safety regulations we will not offer these Goods for sale. You must remove such Goods at your expense. If you do not collect such Goods within seven days of our notice to do so, we may dispose of the Goods at your expense.

#### **11. Picture Frames**

Due to the fragile nature of picture frames, we accept no responsibility for any damage, however caused, to picture frames whilst in our possession, either in the auction room, in store or in transit.

#### **12. Warranties and information about the Goods**

12.1 You must provide us with all information that you have relating to the provenance, export/import history, condition, attribution, authenticity and any other material characteristics of the Goods (and any additional information that may be relevant).

12.2 In addition to any warranties implied by law, you warrant to us and the Buyer that:

12.2.1 any information that you provide in relation to the Goods is complete, correct and up-to-date;

12.2.2 the Goods will match any description of the Goods that you provide to us;

12.2.3 as far as you are aware, the main characteristics of the Goods set out in the listing are correct;

12.2.4 you are not aware of any defects affecting the characteristics of the Goods set out in clause 12.1

12.2.5 to the best of your knowledge, the Goods have been lawfully imported and lawfully and permanently exported as required by the laws of any country in which the Goods were located; required declarations upon the export and import of the Goods have been properly made; and any duties and taxes on the export and import of the Goods have been paid; and

12.2.6 you will pay all taxes and duties potentially due on the sale of the Goods.

12.3 You must let us know promptly, and in any event before the online auction, if you find out that any of the information you have provided to us relating to the Goods is incorrect or incomplete and/or if the Goods do not match the description that you provided to us or the main characteristics of the Goods set out in the listing.

12.4 Any information that you provide in relation to the Goods may form part of the contract between both of us and the Buyer and you acknowledge that the Buyer may have a statutory right to reject the Goods if the information provided is incorrect.

12.5 If we have to refund the Price of any Goods to the Buyer due to the Goods being a Deliberate Forgery, or for any other reason that we reasonably consider requires or may require us to do so, you must promptly on demand, and in any event within

seven days, reimburse to us any Proceeds that we have transferred to you for those Goods following receipt of our written notice requesting you to do so.

#### **13. Transfer of ownership of the Goods**

You warrant and undertake to us and the Buyer that you are the true owner of the Goods (or are properly authorised by the true owner to sell the Goods on the owner's behalf) and you currently have and will have the right to sell the Goods to the Buyer with good and marketable title free of any third party rights or claims at the time when ownership of the Goods is to be transferred.

#### **14. Indemnity**

You will indemnify and keep us fully indemnified against any and all liability, loss, damage, costs (including reasonable legal fees and any VAT in relation to such fees) and expenses which we may incur or suffer as a result of any breach of Clauses 12 or 13 by you or anyone acting on your behalf, including without limitation, if we are required to refund the Price of any Goods to the Buyer as a result of your breach of these clauses.

#### **15. Terms of Sale for Online Auctions**

You agree that the Goods will be sold to the Buyer in accordance with our Terms of Sale for Online Auctions, a copy of which is available on our website.

#### **16. Authority to deduct Commission and expenses and retain Premium and interest**

You authorise us to deduct our Commission at the stated rate and all expenses incurred on your account from the Hammer Price, plus any applicable VAT. You consent to our right to charge the Buyer and retain beneficially the Premium plus any applicable VAT paid by the Buyer in accordance with our Terms of Sale for Online Auctions and any interest earned on the sale Proceeds until the date of settlement.

#### **17. Settlement**

17.1 Subject to Clause 17.3 provided that the Buyer has paid for the Goods, we will usually pay the net sum due to you within twenty one days of the day of the online auction, by BACS transfer direct into the bank account you notified to us in writing.

17.2 If you are a Trader and the Buyer is a Consumer, the Buyer may have the right to cancel purchase of the Goods from the date of the online auction' until the date that is 14 days after the day the Buyer (or its agent) took possession of the Goods (the 'Cancellation Period') (e.g. if an auction took place on 1st January and the Goods were collected by the Buyer on 10th January, the Buyer may notify us that he wishes to cancel the purchase up to the end of 24th January). If the Buyer notifies us during the Cancellation Period that he wishes to cancel his purchase of the Goods, we will promptly notify you in writing (a 'Cancellation Notice').

17.3 If the Buyer is a Consumer and has paid for and collected the Goods, we will pay the net sum due to you on the later of: (a) 21 days after the last day of the online auction; and (b) the end of the Cancellation Period, in each case if no Cancellation Notice is received. If the Buyer is a Consumer, has paid for the Goods but has not collected them within 21 days of the last day of the online auction, we will pay the Proceeds to you as set out in Clause 17.1 and if we do receive a Cancellation Notice from the Buyer, you will promptly on demand, and in any event within seven days, transfer to us a sum equal to the Proceeds so that we may refund the Buyer. We will not refund the Buyer until the Goods have been returned to us or the Buyer has provided us with proof of shipping the Goods to us. Please note that failure to transfer this sum to us will be a breach of these Terms of Consignment for Online Auctions, for which we may take legal action against you.

17.4 We shall be entitled to defer or withhold payment of the net sum due to you where (i) we have reasonable grounds to review (or where there is any uncertainty) whether any of the warranties

and information about the Goods provided by you pursuant to clauses 12.1 to 12.3 are complete, correct, and up-to-date; or (ii) circumstances arise that may require us to refund the Price of the Goods to the Buyer in accordance with clause 12.5. We shall in that case pay the net sum due to you within twenty one days of the day on which the review or uncertainty has been resolved to our satisfaction in your favour and we are reasonably satisfied that we will not be required to refund the Price of the Goods to the Buyer.

17.5 If the Buyer has not paid for the Goods, we will not submit payment to you. In this case no settlement will be made. We will however discuss with you the rights that we may exercise under Clause 9 of our Terms of Sale for Online Auctions in relation to a Buyer's failure to pay. We will not release the Goods to the Buyer until we have received payment in full of the Price for the Goods.

17.6 You must notify us in writing if your bank account details change. We will not be responsible for any payments made to the incorrect bank account if this is because you have not provided us with the correct bank account details.

17.7 If we make payments to your bank account in error, we may request reimbursement by sending you an invoice.

17.8 We may deduct any sums that you owe to us from the Proceeds.

#### **18. Unsold and withdrawn items**

18.1 If the Goods are unsold at the online auction, we may, with your consent, re-offer unsold Goods at a future auction but we may recommend a variation in Estimates or Reserve. Where, in our opinion, Goods are unsaleable, we will notify you and you must collect such Goods from the address that we notify to you within three business days of the date of our notice to do so. If you fail to collect such Goods promptly, we may charge you reasonable storage charges at a daily rate.

18.2 You will pay us a charge of 30% of the lower estimate plus VAT on any Goods that are withdrawn from the online auction after being catalogued and/or marketed by us prior to the auction in any way.

#### **19. Withdrawal of the Goods by us**

19.1 We may (acting reasonably) at our discretion at any time withdraw your Goods from our online auction:

19.1.1 for technical, legal, reputational or operational reasons (including if you fail to provide evidence to verify your identity or your title to the Goods to our satisfaction);

19.1.2 if we reasonably believe that it is in the best interests of other users of our Website or Bidding Platform to do so (e.g. you have been subject phishing or hacking);

19.1.3 if we reasonably believe that you may be, or are about to be, in breach of these Terms of Consignment for Online Auctions; or

19.1.4 if we reasonably believe the Goods to be a Deliberate Forgery.

#### **20. Warehousing**

20.1 We have no liability for Goods that you deliver to our premises without sufficient sale instructions. We reserve the right to charge you a minimum warehousing charge of £2 per Lot per day plus any applicable VAT, and an administration charge of up to £20 plus VAT.

20.2 We will notify you to ask you to remove any of your unsold or withdrawn Goods. Unsold and withdrawn Goods will be subject to the charges set out in Clause 20.1 above if you do not remove them within three days of the sale in which last offered unless alternative arrangements have been made with us.

20.3 If you do not remove your unsold or withdrawn Goods within thirty days of being offered for sale we may either: (a) sell such Goods and off set charges

from any net Proceeds of sale; or (b) at your expense dispose of such Goods.

20.4 In respect of Goods delivered to our premises for the agreed specific purpose of their valuation we will notify you when they are ready to be collected. In these circumstances, you will have three months to collect the Goods before the charges or remedies above in this section will apply.

#### 21. Our disclaimers and liability to you

21.1 The Website and the Bidding Platform are provided by us or our service providers without any warranties or guarantees. All users of our Website and/or the Bidding Platform bear the risks associated with the use of the internet

21.2 Both our Website and the Bidding Platform provide content from users, internet sites or resources. While we try to ensure that material included on our Website and/or the Bidding Platform is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. Except as expressly set out herein, we will not be responsible for any errors or omissions or for the results obtained from the use of such information or from any technical problems users may experience with the Website of the Bidding Platform. If we are informed of any inaccuracies in the material on our Website or the Bidding Platform we will attempt to correct the inaccuracies or ask our service providers to do so as soon as we reasonably can.

21.3 You acknowledge that the Website and Bidding Platforms are provided as is for public use, subject to registration. Registration is free of charge and as such we have no responsibility to users of our Website and/or the Bidding Platform for any downturn or errors on our Website or the Bidding Platform. If, because of errors on our Website or the Bidding Platform an auction cannot be completed, our only responsibility to you is to enable you to re-list the Goods once our Website or the Bidding Platform is back up. In particular, we will not be liable to you for any loss of opportunity or disappointment suffered as a result of participating in our online auction.

21.4 In addition, neither we nor the Buyer shall be responsible to you, and you shall not be responsible to the Buyer or us, for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business for Online Auctions. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.

21.5 Subject to Clause 21.6, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the Proceeds due for the Goods if sold or the Reserve if unsold.

21.6 Notwithstanding the above, nothing in these Terms of Consignment for Online Auctions limits the liability of us or our employees or agents for:

21.6.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977);

21.6.2 fraudulent misrepresentation; or

21.6.3 any liability which cannot be excluded by law.

#### 22. Notices

22.1 All notices between you and us regarding these Terms of Consignment for Online Auctions must be in writing and signed by or on behalf of the party giving it. A notice given by email will be deemed to be signed for the purposes of this Clause if the email is sent from an email address, registered with us as belonging to the client, or is sent by us from a registered email address to the client's registered email address.

22.2 Any notice referred in Clause 22.1 may be given:

22.2.1 by delivering it by hand; or

22.2.2 by first class pre-paid post or recorded delivery; or

22.2.3 by email.

22.3 Notices must be sent:

22.3.1 by hand or registered post:

a. to us, at our address set out in these Terms of Consignment for Online Auctions or at our registered office address appearing on our Website; and

b. to you, at the last postal address that you have given to us as your contact address in writing.

22.3.2 by email:

a. to us, by sending the notice to the following email address:

auctions@sworder.co.uk

b. to you, by sending the notice to any email address that you have given to us as your contact email address in writing.

22.4 Notices will be deemed to have been received:

22.4.1 if delivered by hand, on the day of delivery; or

22.4.2 if sent by first class pre-paid post or recorded delivery, two business days after posting, exclusive of the day of posting; or

22.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt.

22.5 Any notice or communication given under these Terms of Consignment will not be validly given if sent by fax, any form of messaging via social media or text message.

#### 23. Data Protection

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on [www.sworder.co.uk](http://www.sworder.co.uk).

#### 24. General

24.1 Each of the clauses of these Terms of Consignment for Online Auctions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

24.2 We may change these Terms of Consignment for Online Auctions from time to time, without notice to you. Please read these Terms of Consignment for Online Auctions carefully, as they may be different from the last time you read them.

24.3 Except as otherwise stated in these Terms of Consignment for Online Auctions, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Consignment for Online Auctions or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Consignment for Online Auctions is not a waiver of that or any other right. Partial exercise of any right under these Terms of Consignment for Online Auctions will not preclude any further or other exercise of that right or any other right under these Terms of Consignment for Online Auctions. Waiver of a breach of any term of these Terms of Consignment for Online Auctions will not operate as a waiver of breach of any other term or any subsequent breach of that term.

24.4 These Terms of Consignment for Online Auctions are between you and us. No person other than you, the Buyer or us will have any rights to enforce any of these Terms of Consignment for Online Auctions.

24.5 These Terms of Consignment for Online Auctions and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.



## TERMS OF SALE

### For Online Timed Auctions

Please note that if you register to bid and/or bid at auction this signifies that you agree to and will comply with these Terms of Sale for Online Timed Auctions.

Please note that these Terms of Sale for Online Timed Auctions relate to auctions conducted online only. We have separate terms for auctions conducted by an Auctioneer.

#### 1. Definitions and interpretation

1.1 To make these Terms of Sale easier to read, we have given the following words a specific meaning:

'Auctioneer'	means GES & Sons Ltd trading as Sworders Fine Art Auctioneers, a company registered in England and Wales with registration number 6858916 and whose registered office is located at Cambridge Road, Stansted Mountfitchet, Essex, CM24 8GE or its authorised Auctioneer, as appropriate;
'Bidder'	means a person who places a bid for Goods at our online auction;
'Bidding Platform'	means the bidding platform on which the online auction is held operated by the Auctioneer, or by a third party service provider on the Auctioneer's behalf;
'Bidding Platform Fee'	means the bidding platform on which the online auction is held operated by the Auctioneer, or by a third party service provider on the Auctioneer's behalf;
'Buyer'	means the person who makes the highest bid for the Goods accepted by the Auctioneer;
'Commission'	means the Commission that we charge you on the sale of the Goods as set out in Clause 5 below;
'Consumer'	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
'Consumer Contracts Regulations'	means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
'Deliberate Forgery'	means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;
'FCA'	means the Financial Conduct Authority;
'Goods'	means the Goods that have been consigned to us for sale at our online auction;
'Hammer Price'	means the level of the highest bid for the Good (at or above any Reserve) when the listing period for the lot ends/when the Auctioneer brings down the hammer;
'Listing'	means a listing of Goods for sale on the Website or Bidding Platform;
'Listing Period'	means the period during which Bidders may place bids to purchase a Lot;
'Premium'	means the Premium charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale for Online Auctions;
'Price'	means the total of the Hammer Price, Premium, Shipping Costs (if applicable) and any applicable VAT;
'Proceeds'	means the Price less the Commission, the Premium, Shipping Costs, any expenses incurred to your account and any applicable VAT;
'Reserve'	means the minimum Price at which the Goods may be sold;
'Seller'	means the owner of the Goods and any agent who consigns the Goods for sale on the owner's behalf (if applicable);
'Shipping Costs'	means the charges applied to the shipping of all Goods purchased, should the Buyer ask for the Sworders shipping agent to deliver the Goods (if applicable);
'Terms of Consignment for Online Auctions'	means these Terms of Consignment for Online Auctions;
'Terms of Sale for Online Auctions'	means the Terms of Sale for Bidders or Buyers at our online only auctions;
'Trader'	means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the Trader's name or on the Trader's behalf (such as an agent and/or the Auctioneer);
'VAT'	means any value added tax or equivalent sales tax; and
'Website'	means our Website available at <a href="http://www.sworder.co.uk">www.sworder.co.uk</a> .

In these Terms of Sale for Online Timed Auctions the words 'you', 'yours', etc. refer to you as the Buyer. The words 'we', 'us', etc. refer to the Auctioneer. Any reference to a 'Clause' is to a clause of these Terms of Sale unless stated otherwise.

#### 2. Information that we are required to give to Consumers

2.1 A description of the main characteristics of a Lot is contained in the Listing for that Lot. This description will also be contained in the Bid Results confirmation referred to in Clause 6.

2.2 Our name, address and contact details as set out herein on our Website.

2.3 The technical means for concluding the contract to buy Lots are set out in Clause 3.

2.4 The Price of the Goods and arrangements for

payment as described in Clauses 4, 5, 6 and 9.

2.5 The arrangements for collection or delivery of the Goods as set out in the Bid Results Confirmation email and in Clauses 10 and 13.

2.6 Your right to cancel your purchase of a Lot and to receive a refund as set out in Clause 11 (provided you return the Lot to us at your own cost) and a copy of the Model Cancellation Form (attached).

2.7 Your right to return a Lot and receive a refund if the Lot is a Deliberate Forgery as set out in Clause 16.

2.8 We and Trader Sellers have a legal duty to supply Lots to you in accordance with these Terms of Sale for Online Auctions.

2.9 If you have any complaints, please send them to us directly at [auctions@sworder.co.uk](mailto:auctions@sworder.co.uk).

#### 3. Bidding procedures and the Buyer

3.1 You must register your details with us and login to our Website / the Bidding Platform before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us. You must also satisfy any security arrangements we have in place before using our online auction room to bid on any Lot.

3.2 The Bidder placing the highest bid for a Lot accepted at the time the specific lot closes, will be the Buyer at the Hammer Price. Any dispute about a bid will be settled at our discretion. We will act reasonably when deciding how to settle the dispute.

3.3 Bidders will be deemed to act as principals, even if the Bidder is acting as an agent for a third party.

3.4 We may refuse to accept any bid if it is reasonable for us to do so.

3.5 Bidding increments will be at our sole discretion (but will be in line with standard auction practice).

#### 4. The purchase price

As the Buyer, you will pay:

- the Hammer Price;
- a premium of 25% plus VAT of the Hammer Price or 15% plus VAT for fine wine and spirits;
- any artist's resale right royalty and/or Bidding Platform Fee payable on the sale of the Lot; and
- any VAT due.

#### 5. VAT

5.1 You shall be liable for the payment of any VAT applicable on the Hammer Price, Premium and Shipping Costs (if applicable) due for a Lot. Please see the Listing for that Lot and the VAT guidelines provided on our Website and/or Bidding Platform for further information.

5.2 We will charge VAT at the current rate at the date of the online auction.

#### 6. The Order Confirmation Process

6.1 Once we have received your successful bid on a lot, you will receive an automated confirmation of bid. Please note, this does not mean that your bid was successful in purchasing the lot or that a contract has been made with the seller. Should you be outbid, prior to closure of the lot, you will receive an automatic email informing you of this, which gives you the option to increase your bid.

6.2 If you are the highest bidder once a lot has closed, you will receive an automated notification of your bid(s) – a Bid Results email. The Lot will be ready for you to collect at the given location following our receipt of the total amount due from you in cleared funds. The contract between the Seller and you (the "Contract") will only be formed when we send you confirmation of your bid results. Your automated confirmation will include the following information:

6.2.1 the auction name/ auction number/ auction date

6.2.2 the lot number you have bid on and a description of the lot

6.2.3 the hammer price for the lot(s)

6.3 We will send you a further email which includes your invoice and details setting out how you can pay for your items. The email will include:

6.3.1 the auction name/ auction number/ auction date

6.3.2 a link to your invoice

6.3.3 details about how you can pay online for your lots

6.3.4 information about Sworders Shipping Service and collection of your items

6.3.5 a link to Sworders Terms and Conditions for online auctions

6.4 Your invoice will include the following information:

6.4.1 the auction name/ auction number/ auction date

6.4.2 the lot number you have bid on and a description of the lot

6.4.3 the hammer price for the lot that you have successfully bid for plus the Premium and any applicable VAT

6.4.4 the cost of shipping – if you have chosen to use Sworders Delivery Service

6.4.5 information about how to pay

6.4.6 a link to Sworders Terms and Conditions for online auctions

6.4.7 our address and contact details

#### 7. The contract between you and the Seller

7.1 As set out at Clause 6 above, we will confirm acceptance of your successful bid for a Lot by sending you a Bid Results email. The contract for the purchase of the Lot between you and the Seller will be formed when we send you the Bid Results email, unless due diligence information required by us under the Money Laundering Regulations 2019 in accordance with our internal procedure remains outstanding, in which case the contract will be formed when that information is accepted by the us as complete.

7.2 You may directly enforce any terms in the Terms of Consignment for Online Auctions against a Seller to the extent that you suffer damages and/or loss as a result of the Seller's breach of the Terms of Consignment for Online Auctions.

7.3 If you breach these Terms of Sale for Online Auctions, you may be responsible for damages and/or losses suffered by a Seller or us. If we are contacted by a Seller who wishes to bring a claim against you, we may at our discretion provide the Seller with information or assistance in relation to that claim.

7.4 We normally act as an agent only and will not have any responsibility for default by you or the Seller (unless we are the Seller of the Lot).

7.5 We reserve the right to cancel the Contract on behalf of the Seller in (amongst others) the following situations, without being liable for any damage or costs:

7.5.1 Your contact or billing information is not correct or not verifiable

7.5.2 You have failed to provide us, on request, with proof of your identity, in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations;

7.5.3 your bid is flagged up by our security systems as an unusual bid or a bid susceptible to fraud, or

7.5.4 your payment is not received within five days of our acceptance of your bid.

#### 8. Data Check

When you submit a successful bid, we may run some checks on it before it is fulfilled. These checks may include verifying your address, creditworthiness, and checking for fraud. As to the latter, we run partly automated checks on all bids to filter out unusual or suspect transactions, or transactions which can be identified as susceptible to fraud. Suspected fraud on our online auctions will be investigated and if necessary prosecuted. By submitting your bid, you agree to this.

#### 9. Payment

9.1 Immediately following your successful bid on a Lot you will:

9.1.1 give to us, if not already provided to our satisfaction, proof of identity in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations); and

9.1.2 pay to us the total amount due in any way that we agree to accept payment on our Website or the Bidding Platform.

9.1.3 pay in full the Shipping Costs prior to the Goods being shipped, should you agree to Swords shipping agent delivering the Goods.

9.2 If you owe us any money, we may use any payment made by you to repay these debts.

#### 10. Title and collection of purchases

10.1 Once you have paid us in full the total amount due for any Lot, ownership of that Lot will transfer to you. You may not claim or collect a Lot until you have paid for it.

10.2 You will (at your own expense) collect any Lots that you have purchased and paid for not later than 5pm on the Friday following the auction, or such later date as is specified on our Website.

10.3 If you agree to using Swords delivery service, only when the full Shipping Costs have been paid will the Goods be dispatched. We reserve the right that some Lots will not be suitable for an automated shipping estimate and will require bespoke quotes from the shipping agent.

10.4 Should you decide to use the delivery service, you thereby agree to allow the us to share relevant personal data that we hold with the shipping agent in order to allow effective communication between the shipping agent and you, and to enable delivery.

10.5 If you do not collect the Lot within this time period under clause 10.2, you will be responsible for any reasonable removal and storage charges in relation to that Lot.

10.6 Risk of loss or damage to the Lot will pass to you when you (or your agents) take physical possession of the Lot.

10.7 If you do not collect the Lot that you have paid for within thirty days after the auction, we may sell the Lot. We will pay the Proceeds of any such sale to you but will deduct any storage charges or other sums that we have incurred in the storage and sale of the Lot. We Reserve the right to charge you a selling Commission at our standard rates on any such resale of the Lot.

#### 11. Right to cancel

11.1 If you are contracting as a Consumer and the Seller of a Lot is a Trader, you will have a statutory right to cancel your purchase of that Lot if you change your mind for any reason. The provisions below set out your legal right to cancel. Further advice about your legal right to cancel your purchase is available from your local Citizens Advice Bureau or Trading Standards office.

11.2 You may cancel your purchase at any time from the date of the Bid Results email up to the end of the fourteenth day after the day of collection of the Lot by you, or the person specified by you for collection (e.g. if you receive an Order Confirmation on 1 January and you collect a Lot on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January).

11.3 To cancel your purchase, you must inform us of your intention to cancel it. The easiest way to do so is to complete the model cancellation form attached to these Terms of Sale for Online Auctions. If you use this method, we will email you to confirm that we have received your cancellation. Alternatively, you can email us at auctions@sworder.co.uk. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email we receive the letter from you.

11.4 If you exercise your right to cancel your purchase, you will receive a refund of the Total Amount Due paid for the Lot in accordance with Clause 12. When exercising the cancellation right, you must return the Lot to us immediately at your own cost (as set out below).

11.5 You are entitled to a reasonable opportunity to inspect the Lots (which will include removing them from their packaging and inspecting them). At all times, you must take reasonable care of the Lots and must not let them out of your possession. If you are in breach of your obligations to take reasonable care of the Lots in this Clause, we will have a claim against you and may deduct from the refund costs incurred by us as a result of the breach.

11.6 Details of this statutory right, and an explanation of how to exercise it, are also provided in the Order Confirmation. This provision does not affect your statutory rights.

11.7 The cancellation right described in this Clause is in addition to any other right that you might have to reject a Lot, for instance because it is a Deliberate Forgery as set out in Clause 16.1 below.

#### 12. Exercising the right to cancel

12.1 Where you have validly returned a Lot to us under your right of cancellation described in Clause 11, we will refund the full amount paid by you for the Lot.

12.2 Please note that we are permitted by law to reduce your refund to reflect any reduction in the value of the Lot, if this has been caused by your handling of the Lot in a way contrary to the conditions specified in these terms or which would not be permitted during a pre-sale exhibition held prior to an auction. If we refund you the price paid before we are able to inspect the Lot and later discover you have handled the Lot in an unacceptable way, you must pay us an appropriate amount.

12.3 You will be responsible for returning the Lot to us at your own cost.

12.4 We will process any refund due to you within the deadlines below:

12.4.1 if you have collected the Lot but have not returned it to us: fourteen days after the day on which we receive the Lot back from you or, if earlier, the day on which you provide us with evidence that you have sent the Lot back to us; or

12.4.2 if you have not collected the Lot or you have already returned the Lot to us: fourteen days after you inform us of your decision to cancel the Contract.

12.5 We will refund you using the same means of payment that you used for the transaction.

12.6 Legal ownership of a Lot will immediately revert to the Seller if we refund any such payment to you.

12.7 For further information on how to return Lots to us, please get in touch with us at [www.sworder.co.uk](http://www.sworder.co.uk).

#### 13. Remedies for non-payment or failure to collect purchases

13.1 Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Terms of Sale for Online Auctions will apply to you. This means that you will have to carry out your obligations set out in these Terms of Sale for Online Auctions. Subject to any cancellation of a purchase under Clauses 11 and 12, if you do not comply with these Terms of Sale for Online Auctions we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures:

13.1.1 take action against you for damages for breach of contract;

13.1.2 reverse the sale of the Lot to you and/or any other Lots sold by us to you;

13.1.3 resell the Lot by auction or private treaty (in which case you will have to pay any difference between the Price you should have paid for the Lot and the Price we sell it for as well as the charges outlined in Clause 10.7). Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller;

13.1.4 remove, store and insure the Lot at your expense;

13.1.5 if you do not pay us within five business days of your successful bid, we may charge interest at a rate not exceeding 1.5% per month on the total amount due;

13.1.6 keep that Lot or any other Lot sold to you until you pay the total amount due, including Shipping Costs where applicable;

13.1.7 reject or ignore bids from you or your agent at future auctions, suspend your ability to place bids on the Bidding Platform and/ or impose conditions before we accept bids from you; and/or

13.1.8 if we sell any Lots for you, use the money made on these Lots to repay any amount you owe us.

13.2 We will act reasonably when exercising our rights under Clause 13.1. We will contact you before exercising these rights and try to work with you to correct any non-compliance by you with these Terms of Sale for Online Auctions.

#### 14. Warranties

14.1 The Seller warrants to us and to you that:

14.1.1 the Seller is the true owner of the Lot for sale or is authorised by the true owner to offer and sell the Lot at auction;

14.1.2 the Seller is able to transfer good and marketable title to the Lot to you free from any third party rights or claims; and

14.1.3 as far as the Seller is aware, the main characteristics of the Lot set out in the Listing for the Lot are correct.

14.2 If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us in writing. Neither we nor the Seller will be liable to pay you any sums over and above the total amount due and we will not be responsible for any inaccuracies in the information provided by the Seller except as set out below.

14.3 If you purchase a Lot as a Consumer from a Seller that is a Trader, a number of additional terms may be implied by law in addition to the Seller's warranties set out at Clause 14.1 (in particular under the Consumer Rights Act 2015). These Terms of Sale for Online Auctions do not seek to exclude your rights under law as they relate to the sale of these Lots.

14.4 Save as expressly set out above, all other warranties, conditions or other terms which might have effect between the Seller and you, or us and you, or be implied or incorporated by statute, common law or otherwise are excluded.

#### 15. Descriptions and condition

15.1 Our descriptions of the Lot will be based on: (a) information provided to us by the Seller of the Lot (for which we are not liable); and (b) our opinion (although it is likely that we will not be able to carry out a detailed

inspection of each Lot).

15.2 Representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling Price involve matters of opinion. We undertake that any such opinion will be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.

15.3 Please note that many of the Lots that you bid on at our auction are second-hand and Lots are unlikely to be in perfect condition. Lots are sold 'as is' (i.e. as you see them at the time of the auction). Neither we nor the Seller accept any liability for any condition issues affecting a Lot if such issues are included in the description of the Lot in the Listing, are included in the condition report for the lot, or are revealed by photographs of the Lot appearing on the Listing.

#### 16. Deliberate Forgeries

16.1 You may return any Lot which is found to be a Deliberate Forgery to us within thirty days of the auction provided that you return the Lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the Lot from the relevant catalogue description and a written statement of defects.

16.2 If we are reasonably satisfied that the Lot is a Deliberate Forgery, we will refund the money paid by you for the Lot (including any Premium and applicable VAT) provided that if:

16.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction; or

16.2.2 you personally are not able to transfer good and marketable title in the Lot to us, you will have no right to a refund under this Clause.

16.3 If you have sold the Lot to another person, we will only be liable to refund the Price that you paid for the Lot. We will not be responsible for repaying any additional money you may have made from selling the Lot.

16.4 Your right to return a Lot that is a Deliberate Forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Terms of Sale for Online Auctions.

#### 17. Our disclaimers and liability to you

17.1 The Website and the Bidding Platform are provided by us or our service providers without any warranties or guarantees. All users of our Website and/or the Bidding Platform bear the risks associated with the use of the internet.

17.2 Both our Website and the Bidding Platform provides content from users, internet sites or resources. While we try to ensure that material included on our Website and/or the Bidding Platform is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. Except as expressly set out herein, we will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems users may experience with the Website and/or the Bidding Platform. If we are informed of any inaccuracies in the material on our Website or the Bidding Platform we will attempt to correct the inaccuracies or ask our service providers to do so as soon as we reasonably can.

17.3 You acknowledge that the Website and the Bidding Platform are provided as is for public use, subject to registration. Registration is free of charge and as such we have no responsibility to users of our Website and/or the Bidding Platform for any downtime or errors on our Website or the Bidding Platform. If, because of errors on our Website and/or the Bidding Platform an auction cannot be completed, our only responsibility to you is to enable Sellers to re-list Goods once our Website and/or the Bidding Platform is back up. In particular, we will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our online auction. We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our online auction.

17.4 In addition, neither we nor the Seller shall be responsible to you, and you shall not be responsible to the Seller, or us for any loss or damage any of us suffer that is not a foreseeable result of any of us not complying with the Terms and Conditions for Online Auctions. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot,

we, you and the Seller knew it might happen.

17.5 Subject to Clause 17.6, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the total purchase price paid by you for any Lot.

17.6 Notwithstanding the above, nothing in these Terms of Sale for Online Auctions limits the liability of us or employees or agents for:

17.6.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977);

17.6.2 fraudulent misrepresentation; or

17.6.3 any liability which cannot be excluded by law.

#### 18. Notices

18.1 All notices between you and us regarding these Terms of Sale for Online Auctions must be in writing and either from your registered email address, our email address, or if in hard copy letter, signed by or on behalf of the party sending it.

18.2 Any notice referred in Clause 18.1 may be given:

18.2.1 by delivering it by hand;

18.2.2 by first class pre-paid post or recorded delivery; or

18.2.3 by email.

18.3 Notices must be sent:

18.3.1 by hand or registered post;

a. to us, at our address set out in these Terms of Sale or at our registered office address appearing on our Website; and  
b. to you, at the last postal address that you have given to us as your contact address in writing; or

18.3.2 by email:

a. to us, by sending the notice to the following email address: [auctions@sworder.co.uk](mailto:auctions@sworder.co.uk)  
b. to you, by sending the notice to any email address that you have given to us as your contact email address in writing.

18.4 Notices will be deemed to have been received:

18.4.1 if delivered by hand, on the day of delivery;

18.4.2 if sent by first class pre-paid post or recorded delivery, two business days after posting, exclusive of the day of posting; or

18.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt.

18.5 Any notice or communication given under these Terms of Sale for Online Auctions will not be validly given if sent by fax, any form of messaging via social media or text message.

#### 19. Data Protection

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on our Website.

#### 20. General

20.1 We may, acting reasonably, refuse to allow you to bid at our online auction.

20.2 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Terms of Sale for Online Auctions may be used by either us, our employees or agents, or the Seller, its employees or agents, as appropriate. Other than as set out in this Clause, these Terms of Sale for Online Auctions are between you and us and no other person will have any rights to enforce any of these Terms of Sale for Online Auctions.

20.3 We may use special terms in the Listing for particular Lots. You must read these terms carefully along with any glossary provided on our Website.

20.4 Each of the clauses of these Terms of Sale for Online Auctions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

20.5 We may change these Terms of Sale for Online Auctions from time to time, without notice to you. Please read these Terms of Sale for Online Auctions carefully, as they may be different from the last time you read them.

20.6 Except as otherwise stated in these Terms of Sale for Online Auctions, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Sale for Online Auctions or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Sale for Online Auctions is not a waiver of that or any other right. Partial exercise of any right under these Terms of Sale for Online Auctions will not preclude any further or other exercise of that right or any other right under these Terms of Sale for Online Auctions. Waiver of a breach of any term of these Terms of Sale for Online Auctions will not operate as a waiver of breach of any other term or any subsequent breach of that term.

20.7 These Terms of Sale for Online Auctions and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**These terms are based upon the recommended terms of sale by the Society of Fine Art Auctioneers and Valuers**

SCHEDULE 1

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the Contract and cancel your purchase of a lot)

To  
Sworders Fine Art Auctioneers  
Cambridge Road  
Stansted Mountfitchet  
Essex CM24 8GE  
Tel: 01279 817778  
Email: [auctions@sworder.co.uk](mailto:auctions@sworder.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]:

Auction Title: .....

Auction Date: .....

Lot No: .....

Brief Description of Lot: .....

Bid successfully on [\*]/received on [\*]: .....

Name of consumer(s): .....

Address of consumer(s): .....

Signature of consumer(s) (only if this form is notified on paper): .....

Date: .....

[\*] Delete as appropriate