



Oor Wullie's BIG Bucket Trail Edinburgh Auction

19 September 2019

Introduction

Oor Wullie's BIG Bucket Trail (OWBBT) Auction is managed on behalf of Edinburgh Children's Hospital Charity (EHC) by EHC's trading subsidiary, Task Trading Limited (TTL).

The Auctioneer is ANM Group.

Data Protection

By registering to bid at the OWBBT Auction, you understand that EHC and ANM Group may contact you about the OWBBT Auction and to process your personal data for the purposes of administering the OWBBT Auction.

If you indicate that you may want to make an Absentee Bid, you understand that this information will be provided to ANM Group for the purposes of administering the OWBBT Auction.

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

1. EHC - <https://echcharity.org/privacy>
2. ANM Group - <http://www.anmgroup.co.uk/privacy.cfm>
3. DC Thomson Media - <https://www.dcthomson.co.uk/privacy-policy/>
4. Oor Wullie's BIG Bucket Trail - <https://www.oorwullie.com/privacy-policy/>

Buyer's Guide

1. Introduction

This Buyer's Guide contains a brief overview of the ANM Group's 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:

OWBBT Oor Wullie's BIG Bucket Trail

Auction A live sale by auction hosted by ANM Group and managed by ECHC

Bidder Any person, properly registered and approved by ECHC 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.

ECHC: Edinburgh Children's Hospital Charity.

Guarantee of Authenticity ECHC and the ANM Group guarantee that the sculptures sold at the auction are the OWBBT Sculptures created by artists displayed at the event and sold to raise money for ECHC.

There are some sculptures across Oor Wullie's BIG Bucket Trail which are joint assets between the three project charities, Edinburgh Children's Hospital Charity, Glasgow Childrens Hospital Charity and the ARCHIE Foundation. Funds raised on these sculptures will be split between the three charities equally. The sculpture that this relates to on the Edinburgh Trail is "Oor Coal miner".

Oor Classic on the Edinburgh trail is also a shared asset. This sculpture will travel around all of the auction venues and will finally be auctioned in Glasgow on 20 September. The funds raised from this sculpture will also be split equally between the three project charities.

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.

TTL Task Trading Limited, a wholly owned trading subsidiary of Edinburgh Children's Hospital Charity.

3. Before the Auction

3.1. Bidder Registration

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

3.1.2 Those wishing to attend the Auction as a Bidder either in their own capacity or as an agent for another bidder, need to complete and return the Bidder Registration Form **which is available online at www.oorwullie.com/auction**. If a hard copy is required, please contact hannah.biddulph@echcharity.org

3.1.3 Those who wish to bid in the Auction either by using an absentee, proxy or with a written bid must also complete a Bidder Registration Form at <https://auction.anmarts.co.uk> If a hard copy is required, please contact hannah.biddulph@echcharity.org.

3.1.4 Those who wish to bid in the Auction online must register with ANM Group Auctioneers at <https://auction.anmarts.co.uk/m/signup?url=https%3A%2F%2Fauction.anmarts.co.uk%2Fm%2Fview-auctions%2Finfo%2Fid%2F87>

3.1.5. To register as an actual or a virtual Bidder, the Bidder Registration Form must be completed in full and the bidder must provide at least one (1) form of ID which must include one (1) government-issued photo identification. If this does not state your current address, proof of address will also be required.

3.1.6. If registering as an organisation, you must provide a certified copy or original certificate of incorporation, or, in the case of unregistered entities, other evidence satisfactory to ECHC – contact hannah.biddulph@echcharity.org for confirmation of what will be acceptable.

3.1.7. If you are registering as an agent to bid on behalf of another party, you must produce the relevant ID documents in 3.1.5. and 3.1.6 above for yourself and the person or organisation on whose behalf you are acting. In addition, you must provide a written and signed authority from the third party confirming your authority to bid on their behalf.

3.2. Pre-Auction Viewing

3.2.1. All the Lots can be previewed at the Farewell Weekend at St Andrews Square from 13 -15 September and Edinburgh Auction Guide or the OWBBT Souvenir Guide. Please register your interest in attending at <https://auction.anmarts.co.uk>

3.3. Delivery and Collection

3.3.1. Without any liability, ECHC can provide shipping estimates before the Auction; a Bidder requiring this information should email laura.hardie@echcharity.org including the Lot number and shipping address at least 3 working days before the start of the Auction.

3.3.2. If local delivery is requested, payment for the delivery of sculptures by ECHC will be due at the same time as the payment for the sculpture. Date of delivery will then be agreed by email after the auction evening. Local delivery includes addresses with the postcodes starting with EH, FK, TD or G1.

3.3.3 If the Bidder is based outside the United Kingdom, the Bidder should ensure in advance of the Auction that the Lot can be exported from the UK and imported into the country of destination. No sale will be cancelled because the Lot may not be imported into the country of destination.

3.3.4 ECHC will work with any parties who wish to export their sculptures. We will be able to provide details of third-party independent freight agents who can advise Bidders on relevant export licensing regulations and may assist with export licence applications. ECHC cannot guarantee that any licences, permits or consents will be granted. Any Bidder who may require this assistance needs to email laura.hardie@echcharity.org at least 7 days before the Auction.

4. At the Auction

4.3. Bidding

4.3.1. All bids are by individual Lot unless the auctioneer states to the contrary during the live Auction. Lots will usually be sold in their numbered sequence, unless the auctioneer announces otherwise.

4.3.2. All bids must be made in English only.

4.3.3. The auctioneer may accept bids from Bidders present in the sale room, via online or written bids delivered to ANM Group Auctioneers before the Auction commences using the Bidder Registration Form at <https://auction.anmarts.co.uk>

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

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

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

5. After the Auction

5.1. Successful bids

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

5.2. Payment

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

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

5.2.3. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge card credit may be issued in the event of any such return. If payment is made by credit card, the Buyer will not undertake any action or effort to stop payment, seek a refund, or attempt a charge back of such amounts – or any Credit Card Fee assessed thereon – by the issuer of the credit card.

5.3. Shipping and storage

5.3.1. The Buyer is responsible for organising delivery or collection of their purchase. Edinburgh Children's Hospital Charity may be able to assist with delivery in some cases with prior arrangement, the set fee for delivery locally will be £100.00, payable at the time of purchase. Lots must be collected within 7 days of the funds for the full purchase price clearing unless other agreed in writing with ECHC

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

5.3.2 A Buyer who wishes to collect their Sculpture must contact ECHC giving details of

- (1) The name of the individual or company collecting the sculpture – and agree a form of identification
- (2) The proposed date of collection - ECHC 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 ECHC. By registering to bid and participate in this Auction, you will be deemed to have read and agreed to be bound by these Conditions and the accompanying Buyer’s Guide, as set out at www.oorwullie.com/auction

1. Interpretation

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

2. Definitions

2.1. See 2.1 of Buyer's Guide.

3. Catalogue descriptions and condition of Lots

3.1. All Lots are sold subject to their condition at the date of the Auction. By making a bid, the Bidder accepts the actual condition of the Lot and acknowledges that if a bid is successful, the Buyer will buy the Lot ‘as is’.

3.2. ECHC cannot guarantee that colours are properly shown in the Auction catalogue. All Lots are sold ‘as is’. Bidders are encouraged to inspect Lots and satisfying themselves as to condition before bidding.

4. Before the Auction

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

5. At the Auction

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

5.2. All bids must be made in Pounds Sterling. The auctioneer has the right to exercise reasonable discretion in refusing any bid, advancing the bidding in such a manner as he may decide, and in the case of error or dispute, and whether during or after the sale, determining the successful Bidder, continuing the bidding, cancelling the sale or reoffering and reselling the Lot in dispute. If any dispute arises after the sale, then, in the absence of any evidence to the contrary the sale record maintained by the auctioneer will be conclusive.

5.3. When making a bid, every Bidder acknowledges that such bid is a binding offer to buy the Lot at that price (plus the, Buyer’s Expenses (if applicable) all applicable taxes and any and all shipping charges, storage and other costs). A successful Bidder will be deemed to be the Buyer unless it has been explicitly agreed in writing with ECHC before the start of the Auction that the Bidder is acting as agent on behalf of an identified third party acceptable to ECHC (and registered with ECHC or the Auction House), and only then will ECHC regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirms that he is authorised to bind the third party and that the Buyer has been made aware of and accepts these Conditions.

5.4. If ECHC via ANM Group Auctioneers receives written bids on a particular Lot for identical amounts, and at the auction these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first.

5.5. Online bidding at ANM Group is made available via third party service providers and use of their services and all online bidding is subject to their respective terms of use.

5.6. 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, ANM Group shall have no liability arising out of or related to any errors or omission in respect thereto.

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

5.8. The highest bid accepted by the auctioneer will be the Buyer and the striking of his hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the Seller and the Buyer. Risk and responsibility for the Lot passes to the Buyer at the point of sale on the date of sale and the Buyer should arrange insurance cover for the Lot if required.

6. After the Auction

6.1. ECHC will raise invoices for each successful Bid on the night of the Auction and these will be given to the successful Bidders by hand.

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

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

6.4. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000) bankers draft or cash (up to a maximum of £5,000). Please quote the Lot number, invoice number and Bidder registration number when making payment to ensure it can be processed as efficiently as possible.

6.5. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge card credit or refund may be issued in the event of any such return. If payment is made by credit card, Buyer will not undertake any action or effort to stop payment, seek a refund, or attempt a charge back of such amounts – or any Credit Card Fee assessed thereon – by the issuer of the credit card.

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

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

6.7.4 take such other action as ECHC deem necessary or appropriate. If ECHC 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 ECHC 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. ECHC 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 ECHC 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 ECHC and the Buyer. Lots can be collected in person by appointment only.

6.9. It is the Buyer's sole obligation and responsibility to be aware of, to comply with, and to pay for all relevant import duties, taxes, VAT, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that ECHC shall have no obligation or responsibility for any import duties, taxes, VAT, customs, shipping or other charges for the Lots shipped. Failure by the Buyer to pay all necessary amounts may result in the relevant authorities returning the Lot to ECHC and in those circumstances the Buyer will be charged and will pay storage costs and additional reasonable costs and expenses.

6.10. It is the Buyer's responsibility to ensure that any Lot purchased from ECHC 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 ECHC 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 ECHC payment terms nor ECHC right to charge interest or storage charges on late payment.

7. Use of information

7.1. By registering to bid at the OWBBT Auction you are consenting to allow ECHC and ANM Group to contact you about the OWBBT Auction and to process your personal data for the purposes of administering the OWBBT Auction.

7.2. If you indicate that you may want to make a Telephone Bid or an Absentee Bid, you are also consenting that this information will be provided to ANM Group Auctioneers for the purposes of administering the OWBBT Auction.

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

8. Terms of Guarantee of Authenticity

8.1. ECHC guarantee that the sculptures sold at the auction are the OWBBT Sculptures created by artists for the purposes of raising money for ECHC.

8.2. Except as expressly provided in these Conditions ECHC 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. Copyright and all other IP Rights in the design belongs to and remains with the Artist. Post auction, the copyright to the artwork remains with the artist and the sculpture to DC Thomson Media. DC Thomson Media will grant permission for any purchaser to use the image unaltered of their sculpture in their marketing material, however DC Thomson Media will require a further contract if the buyer wants to use the image on merchandise or similar.

9.2 The copyright in all images, illustrations and written material produced by or for ECHC and the ANM Group relating to a Lot (including the contents of the Auction catalogue), is and shall remain at all times the property of ECHC and the ANM Group and shall not be used by the Buyer, nor by anyone else, without ECHC and the ANM Group's written consent. ECHC and the ANM Group 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

ECHC 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 ECHC reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. ECHC 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 ECHC and no other person shall have any rights to enforce any of its terms.

11.3. If ECHC 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 ECHC 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 Scots law and the Parties agree to the exclusive jurisdiction of courts of Scotland.