

INFORMATION FOR BUYERS

Introduction

The following notes are intended to assist Bidders and Buyers, particularly those that are inexperienced or new to our salerooms. All of our auctions are governed by our Terms and Conditions and any notices that are displayed in our salerooms or announced by the Auctioneer at the auction. Our Terms and Conditions are available for inspection at our salerooms and the Terms of Sale are printed in the back of our auction catalogues. Our staff will be happy to help you if there is anything in our Terms and Conditions that you do not fully understand.

Please make sure that you read our Terms of Sale carefully before bidding in the auction. If your bid is successful, you will be obliged to comply with our Terms of Sale.

Methods of payment

Payment must be made within 5 days of the auction date if bidding via Liveauctioneers.com and payment is not made directly to the auction house in 5 days the buyer authorises Swanley to take full or part payment from the card registered. Payment can be made by cash, debit and credit cards or bank transfer. Credit cards and non-UK personal debit or business debit cards are subject to a 3.5% surcharge. For international bank transfers an administration fee of £25 is payable. Any cheques tendered will need to allow 10 days to be cleared before removal of lots purchased is permitted. Please note that regulation of money laundering means we are limited to receiving the equivalent of 15,000 pounds in cash payment.

Collection and storage

All Lots should be paid for and collected by 5pm on the Friday following the sale. Commission Bidders should check the success of their bids and arrange payment, and collection or shipping within this time. Please refer to the collection and storage requirements detailed on our Website, which specifies the applicable fees. Storage charges of £2 per lot per day + VAT will be strictly enforced thereafter.

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 by a saleroom notice or announcement by the Auctioneer before the auction of the Lot. They are not definitive.

Buyer's Premium

The Terms of Sale oblige you to pay a Buyer's Premium at 22% on the Hammer Price up to and including £250,000, a rate of 18% applies to any amount exceeding £250,000. In addition, VAT is charged on these

Premiums (see below).

VAT

Value Added Tax (VAT). The addition of (*) or (VAT applied on hammer price) to the lot description indicates that VAT is payable by the purchaser at the standard rate, presently 20%, on the hammer price as well as being payable on the buyer's premium. This imposition of VAT is likely to be because the seller is registered for VAT within the European Union and is not operating the Dealers Margin Scheme or because VAT is due at 20% on importation into the UK. Lots which appear without either of the above symbols indicate that no VAT is payable on the hammer price. This is because such lots are sold using the Auctioneers' Margin Scheme and it should be noted that the VAT included within the premium is not recoverable as input tax.

Inspection of Goods by the Buyer

As we act on behalf of the Seller, we are dependent on information provided by the Seller about their Goods. We may inspect Lots and will act reasonably in taking a general view about them. However, we are normally unable to carry out detailed examinations of Lots to check their condition in the way a Buyer would do. You will have ample opportunity to inspect the Goods. You must inspect and investigate Lots that you might wish to bid for. Please note carefully the exclusion of liability for the description and condition of Lots set out in the Terms of Sale at clause 12.2 and 12.4.

Catalogue descriptions

Any representation in any catalogue or otherwise as to the origin, date, age, attribution, authenticity or estimated selling price of any lot is a statement of opinion only. Such statements do not constitute a representation warranty or assumption of liability by Swanley in relation to the Lot. Any prospective Buyer should satisfy themselves prior to the sale as to the reliability of the catalogue description. The absence of mention related to prior restorations in the catalogue descriptions does not imply that the good is exempt thereof. Photographs of any Lot provided by Swanley are for indicative purposes only and are not deemed to be a precise representation of the said Lot. The Buyer is advised to seek independent expert advice in order to be assured of the authenticity and true state of the good.

Condition reports

We may be able to assist Buyers unable to view by emailing a condition report, but these are based solely on our own opinion and are for guidance only and no responsibility is accepted for their accuracy. Intending Buyers are strongly encouraged to view. Condition reports cannot be prepared on the day of the sale. Swanley can provide condition reports on request by provide no guarantee to reports given other than in relation to forgeries.

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 the third-party shipper to any destination in the world either in advance of the sale or after you have purchased.

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 auction starts. We Reserve the right to impose a deadline prior to the auction by which you must register or by which we must receive a Commission bid. 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 enquire in advance about our arrangements for telephone or online bidding. 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.

Commission bidding

You may leave Commission bids with us indicating the maximum amount to be bid against a Lot (excluding the Buyers' Premium and/or any applicable VAT). We will execute Commission bids as cheaply as possible having regard to the Reserve (if any) and competing bids. If two Buyers submit identical Commission bids we may prefer the first bid received (where this can be reasonably ascertained). We recommend leaving Commission bids online via our Website, though please contact us about leaving bids by telephone or fax/email. All absentee bids should be received at least 30 minutes before the auction commences; we cannot guarantee to execute Commission bids received after this time.

Telephone bidding

If you are unable to come to the auction it may be possible to bid on the telephone for higher value Lots. Please note that this service is for Lots with an estimate of £500 or more. The number of lines is limited so we would urge serious telephone bidding only and ask that you be prepared to bid over the top estimate. It is advisable to leave a maximum covering bid in case we are not able to contact you by telephone. All lines must be booked and confirmed in writing before the day of the auction and preferably some time in advance. Telephone bidding involves many variables and whilst we take every care to ensure the smooth operation of this service, we cannot be held liable if your bids are missed for any reason.

Online bidding

An online bidding service is offered via Liveauctioneers.com. In completing the bidder registration, the buyer

is agreeing to Swanley conditions of sale. In the case where a debit or credit card has been used to register the buyer also agrees to authorise Swanley, if they so wish, to charge the debit or credit card given in part or full payment, including all fees, for items successfully purchased in the auction via the online bidding platforms. Any lots purchased via Liveauctioneers.com will be subject to an additional 5% commission charge plus VAT at the rate imposed on the hammer price. Swanley offers online bidding services as a convenience to its clients, but neither Swanley nor the seller will be responsible to you for errors during or after the sale or failures to execute bids, either live bids or commission bids placed on the internet or on your mobile device, including, without limitation, errors or failures caused by:

- (i) any loss of connection to the auction being conducted online;
- (ii) a breakdown or problems with the online bidding software or the website service provider; and/or
- (iii) a breakdown or problems with any internet connection, computer, mobile device or system.

Artist Resale Rights

Lots as indicated in the catalogue and if sold for the equivalent of 1000 euros or more on the day of the auction will be subject to a further percentage of the hammer price as follows: From 0 to 50,000 euros subject to 4% From 50,001 to 200,000 euros subject to 3% From 200,001 to 350,000 euros subject to 1% From 350,001 to 500,000 euros subject to 0.5% Exceeding 500,000 euros subject to 0.25% The Artist's Resale Right payable will be the aggregate of the amounts payable under the above rate bands, subject to maximum royalty payable of 12,500 euros for any single work each time it is sold. Calculations of the artist's resale right will be based on the pound sterling/Euro reference exchange rate quoted on the date of sale by the European Central Bank.

IMPORTANT NOTICES

Removal of Lots

All Lots are to be removed from the premises by 5.00pm at the latest on the Friday following each sale. Swanley retain the right to remove Lots remaining after this time into safe storage, for which a charge will be made.

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 unsafe 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.

TERMS OF SALE

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.

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 Swanley Auction Ltd trading as Swanley, a company registered in England with registration number 14190929 and whose registered office is located at 71-75 Shelton Street Covent Garden, London, England, WC2H 9JQ, or its authorised Auctioneer, as appropriate;

'Bidder'

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

'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 4 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;

'FCA'

means the Financial Conduct Authority;

'Goods'

means the Goods that have been consigned to us for sale at our 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;

'Premium'

means the premium charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale;

'Price'

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

'Proceeds'

means the Price less the Commission, the Premium, 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 Swanley shipping agent to deliver the Goods (if applicable);

'Terms of Consignment'

means these Terms of Consignment;

'Terms of Sale'

means the Terms of Sale for Bidders or Buyers at our 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 www.swanleyauction.com

In these Terms of Sale, 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 each Lot as contained in the auction catalogue.
- 2.2 Our name, address and contact details as set out herein, in our auction catalogues and/or on our Website.
- 2.3 The Price of the Goods and arrangements for payment as described in Clauses 4, 5, 7 and 8.
- 2.4 The arrangements for collection or delivery of the Goods as set out in Clauses 8 and 9.
- 2.5 We and Trader Sellers have a legal duty to supply any Lots to you in accordance with these Terms of Sale.
- 2.6 If you have any complaints, please send them to us directly at contact@swanleyauction.com

3. Bidding procedures and the Buyer

- 3.1 You must register your details with us 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 entering the auction room to view or bid.
- 3.2 You are responsible for your decision to bid for a particular Lot. If you bid on a Lot, including by telephone and online bidding, or by placing a Commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition and other characteristics.
- 3.3 If you instruct us, we may execute Commission bids on your behalf. We will confirm receipt of your instruction by sending you an email acknowledging your request and confirming your bid. Neither we nor our employees or agents will be responsible for any failure to execute your Commission bid, unless our failure to do so is unreasonable. Where two or more Commission bids at the same level are recorded, we have the right to prefer the first bid made (where this can be reasonably ascertained).
- 3.4 The Bidder placing the highest bid for a Lot accepted by the Auctioneer will be the Buyer at the Hammer Price. Any dispute about a bid will be settled at our discretion. We may reoffer the Lot during the auction or may settle the dispute in another way. We will act reasonably when deciding how to settle the dispute.
- 3.5 Bidders will be deemed to act as principals, even if the Bidder is acting as an agent for a third party.
- 3.6 We may bid on Lots on behalf of the Seller up to one bid below the Reserve.
- 3.7 We may refuse to accept any bid if it is reasonable for us to do so.

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

4. The purchase Price

4.1 As a Buyer, you will pay:

- a. the Hammer Price;
- b. a Premium of 22% plus VAT of the Hammer Price up to and including £250,000, a rate of 18% applies to any amount exceeding £250,000.
- c. any artist's resale right royalty payable on the sale of a Lot;
- d. any bidding platform fee payable on a Lot; and
- e. 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 symbols used in the auction catalogue for that Lot and the 'Information for Buyers' in our auction catalogue for further information.

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

6. The contract between you and the Seller

6.1 The contract for the purchase of the Lot between you and the Seller will be formed when the Auctioneer records the winning Lot in the sale book accepting the highest bid for the Lot at auction, 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 us as complete.

6.2 You may directly enforce any terms in the Terms of Consignment 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.

6.3 If you breach these Terms of Sale, 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.

6.4 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. Payment

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

7.1.1 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

7.1.2 pay to us the total amount due in any way that we agree to accept payment.

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

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

8. Title and collection of purchases

8.1 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.

8.2 If you agree to using our 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.

8.3 Should you decide to use the delivery service, you thereby agree to allow 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.

8.4 If you do not collect the Lot within the 30 days, you will be responsible for any reasonable removal and storage charges in relation to that Lot.

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

8.6 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.

9. Remedies for non-payment or failure to collect purchases

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

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

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

9.1.3 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 8.7). Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller;

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

9.1.5 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;

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

9.1.7 reject or ignore bids from you or your agent at future auctions or impose conditions before we accept bids from you; and/or

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

9.2 We will act reasonably when exercising our rights under Clause 9.1. 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.

10. Health and safety

Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Please note the lay-out of the premises and security arrangements. Neither we nor our employees or agents are responsible for the safety of you or your property when you visit our premises, unless you suffer any injury to your person or damage to your property as a result of our employees' or our agents' negligence.

11. Warranties

11.1 The Seller warrants to us and to you that:

11.1.1 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;

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

11.1.3 as far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by the Auctioneer at the auction) are correct.

11.2 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.

11.3 Please note that many of the Lots that you may bid on at our auction are second-hand.

11.4 If a Lot is not second-hand and you purchase the 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 11.1 (in particular under the Consumer Rights Act 2015). These Terms of Sale do not seek to exclude your rights under law as they relate to the sale of these Lots.

11.5 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.

12. Descriptions and condition

12.1 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).

12.2 We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot in advance of the auction.

12.3 Any statement or representation made by the Company as to the author, authenticity, provenance, date, age, provenance, condition or estimated sale price of any lot is a matter of opinion. The Company undertakes that all such opinions are honest and reasonable and the Company accepts no responsibility for the failure of you or your advisers to make a critical examination of the lot prior to the auction. All purchases are sold as is. The Company accepts no responsibility.

12.4 Please note that Lots (in particular second-hand 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 the condition of second-hand Lots or for any condition issues affecting a Lot if such issues are included in the description of a Lot in the auction catalogue, the condition report for a lot (or in any saleroom notice) and/ or which the inspection of a Lot by the Buyer ought to have revealed.

13. Our liability to you

13.1 We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction.

13.2 In addition to the above, neither we nor the Seller shall be responsible to you and you shall not be responsible to the Seller 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 Terms and Conditions. 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.

13.3 Subject to Clause 14.4, 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 to us for any Lot.

13.4 Notwithstanding the above, nothing in these Terms of Sale shall limit our liability (or that of our employees or agents) for:

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

13.4.2 fraudulent misrepresentation; or

13.4.3 any liability which cannot be excluded by law.

14. Notices

14.1 All notices between you and us regarding these Terms of Sale 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.

14.2 Any notice referred in Clause 15.1 may be given:

14.2.1 by delivering it by hand;

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

14.2.3 by email.

14.3 Notices must be sent:

14.3.1 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

14.3.2 by email:

a. to us, by sending the notice to the following email address: contact@swanleyauction.com

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

14.4 Notices will be deemed to have been received:

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

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

14.4.3 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.

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

15. 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.

16. General

16.1 We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person.

16.2 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Terms of Sale 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 are between you and us and no other person will have any rights to enforce any of these Terms of Sale.

16.3 We may use special terms in the catalogue descriptions of particular Lots. You must read these terms carefully along with any glossary provided in our auction catalogues.

16.4 Each of the clauses of these Terms of Sale 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.

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

16.6 Except as otherwise stated in these Terms of Sale, 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 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 is not a waiver of that or any other right. Partial exercise of any right under these Terms of Sale will not preclude any further or other exercise of that right or any other right under these Terms of Sale. Waiver of a breach of any term of these Terms of Sale will not operate as a waiver of breach of any other term or any subsequent breach of that term.

16.7 These Terms of Sale 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.