

























The National Literacy Trust presents







Tuesday 7 October 2014













Drinks reception: 7:00pm Auction starts: 7:45pm Purcell Room at Queen Elizabeth Hall, Southbank Centre, Belvedere Road,

London SE1 8XX

Auctioneer: Edward Rising Sotheby's

PURCELL ROOM AT QUEEN ELIZABETH HALL

TICKETS 0844 847 9910 SOUTHBANKCENTRE.CO.UK









Welcome

We are thrilled to welcome you here tonight to celebrate Books about Town and the 50 stunning BookBenches which have caused such a sensation on the streets of London this summer, captivating Londoners and visitors alike.

Now is your chance to own one of these unique BookBenches – for your garden or your home, even your atrium at work.

Tonight's auction will raise funds for the National Literacy's Trust vital work to improve literacy in the UK's most deprived communities. 1 person in 6 in the UK is held back by poor literacy skills which compromise employability, health, confidence and happiness. This is not inevitable. Your support this evening will help us in our mission to change this and transform lives through literacy.

Thank you for your support and happy bidding!

Jonathan DouglasDirector

Welcome to Southbank Centre and we hope you enjoy your visit. We have a Duty Manager available at all times. If you have any queries please ask any member of staff for assistance. Eating, drinking and shopping? Southbank Centre shops and restaurants include Foyles, EAT, Giraffe, Strada, YO! Sushi, wagamama, Le Pain Quotidien, Las Iguanas, ping pong, Canteen, Caffè Vergnano 1882, Skylon, Concrete, Feng Sushi and Topolski, as well as cafes, restaurants and shops inside Royal Festival Hall, Queen Elizabeth Hall and Hayward Gallery. If you wish to get in touch with us following your visit please contact the Visitor Experience Team at Southbank Centre, Belvedere Road, London, SE1 8XX, phone 020 7960 4250, or email customer@southbankcentre.co.uk. We look forward to seeing you again soon.

Books about Town has been developed in collaboration with Wild in Art, one of the UK's leading creative producers of mass-appeal public art events and education projects. Designed and created by Wild in Art's Creative Director Chris Wilkinson, the BookBench has proved to be the perfect canvas through which to unite visual art and reading for enjoyment.





The benches are made from hard-wearing fibreglass which has been painted and varnished. With good care they will withstand outdoor conditions. Weight: 36 kilos

Dimensions: width 145cm x height 92cm x depth 70cm. Seat height: 46cm.

 $75\% \ of the \ proceeds \ from \ the \ auction \ go \ to \ the \ National \ Literacy \ Trust, 25\% \ of the \ proceeds \ from \ the \ auction \ go \ to \ Wild \ in \ Art^*$

* with the exception of the Laura Marlin Mysteries, where the 25% of the proceeds go to Wild in Art, 37.5% of the proceeds go to the National Literacy Trust and 37.5% of the proceeds go to the Born Free Foundation and War Horse, where 25% of the proceeds go to Wild in Art, 25% of the proceeds go to the National Literacy Trust, 25% of the proceeds go to the Born Free Foundation (www.bornfree.org.uk) and 25% of the proceeds go to Farms for City Children (www.farmsforcitychildren.org)



About the National Literacy Trust

Working with disadvantaged children and families, the National Literacy Trust is dedicated to raising literacy levels across the UK. Poor literacy holds people back at every stage of their life: as a child they struggle to succeed at school, as a young adult they are locked out of the job market and on becoming a parent they are unable to support their child's learning. With your support tonight we can improve the literacy skills of even more children and adults, giving them the help they need to fulfil their potential.



Success Stories (



"Child R always struggled with reading, is from a deprived background and has low self-esteem. He frequently commented, 'I can't read' despite the fact that he had some ability. After the [National Literacy Trust] programme I saw he had helped himself to a book from the book box and was quietly reading away. I sat beside him and said (tongue in cheek): 'I thought you couldn't read?' His reply was, 'I can't, but I'm trying'."

Primary school teacher, Tamworth

"It has made a lot of difference because I now have a better understanding of how to support my child at home – I can be like his teacher! It has made a huge difference because I have learnt new skills. It has helped my child to understand new things."

Mum, South London

"I never really liked reading. I'd start books but never finish them. Now, once I start a book I can't stop. Premier League Reading Stars has really improved my vocabulary and helped me read more."

Boy, aged 8, North London

"The [National Literacy Trust] programme was a huge success and the kids loved it. One of the boys said, 'This is the first book I have ever had.' If that isn't a reason for doing this, then I don't know what is."

Primary school teacher, Hartlepool

Annual Ing Roy Londs

"The [National Literacy Trust] project has massively helped me and my peers in our literacy skills. I've learnt to adapt the way I speak in various situations and I have gained more confidence in public speaking."

Girl, aged 14, Birmingham

"We had families who came into the children's centre and the kids would go straight to the toys – now they go straight to the books, and that's never happened before. The parents absolutely love it – love that they get free books, and that they're good titles too."

Early years practitioner, Rochdale

"I like reading now because mum and dad help me."

Child, aged 4, Aberdeen

"Reading with my son was something I wasn't confident to do as a parent – it was a burden to me, another thing I had to do on top of everything else. But this has been really good! It's pushed me to do more reading, and now we're doing lots of reading at home. I had never been to the library before but now I have joined and go regularly with the children."

Mum, Croydon

The Extraordinary East Wind

Inspired by: Mary Poppins

Author: P. L. Travers

Artist: Darel Seow

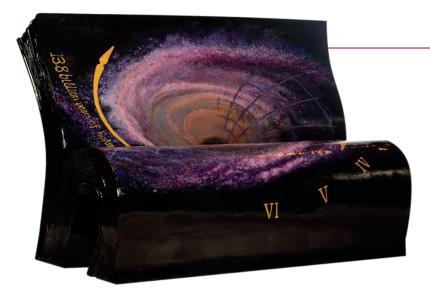
Mary Poppins arrives on a gust of the East Wind, bringing magic to the lives of Jane and Michael. But she has only promised to stay until the wind changes... This bench brings a classic story to life with a clear and confident design.

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Lot 2

Sit Here at Your Own Risk

Inspired by: A Brief History of Time

Author: Stephen Hawking

Artist: Paraig O'Driscoll

A stunning visual tribute to a landmark volume in science writing that transformed our view of the universe and received worldwide acclaim and popularity.



The Wind in the Willows

Author: Kenneth Grahame

Artist: Mik Richardson

The beloved children's classic is brought to life with a beautiful design. Relive the adventures of Toad, Ratty, Badger and Mole in the idyllic English countryside and dream yourself away from the hustle and bustle of city life.

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Lot 4

Rest Your Stalks

Inspired by: The Day of the Triffids Author: John Wyndham

Artist: Oliver Dean

A new, aggressive species of plant takes over in this classic work of science fiction, brilliantly represented in a black and white design. This would surely make an eye-catching addition to any garden or outside space.



Hercule Poirot and the Greenshore Folly

Author: Agatha Christie

Original illustrations: Tom Adams BookBench created by: Mandii Pope

No celebration of literature would be complete without Agatha Christie, who is listed as the bestselling novelist of all time. First written in 1954 and remaining unpublished for 60 years, Hercule Poirot and the Greenshore Folly is commemorated on this charming and stylish BookBench.

Sponsored by:

agathe Christie
Agatha Christie Ltd









Lot 6

Pride and Prejudice

Author: Jane Austen

Artist: Charlotte Brown

The enduringly popular classic novel set in Georgian England was the inspiration for this bench design. The lives of five sisters are turned upside down when Mr Bingley arrives in the neighbourhood with his friend Mr Darcy and a story of love and heartbreak



Around the World in Eighty Days

Author: Jules Verne

Artist: Valerie Osment

The classic story of Phileas Fogg and his French valet Passepartout and their attempt to circumnavigate the world is brought to life on this vibrant BookBench, which was on display in Stanfords over the summer.

Sponsored by:











Lot 8

Alex Rider

Inspired by: Stormbreaker - The

Graphic Novel

Author: Anthony Horowitz

Original illustrations: **Kanako & Yuzuru** BookBench created by: **Mike Snowden**

A bold manga design inspired by the graphic novel adaptation of the first adventure in the bestselling teen spy Alex Rider series.





The Lion, the Witch and the Wardrobe

Author: C. S. Lewis

Artist: Mandii Pope

A beautiful, scenic design inspired by C. S. Lewis' classic novel, featuring a magnificent, highly detailed depiction of Aslan on the back.

Sponsored by:











Lot 10

Shakespeare's London

Author: William Shakespeare

Artist: Lucy Dalzell

No matter what your favourite play is, this bench will draw you into Shakespeare's world, from the magic of A Midsummer Night's Dream and the mayhem of Love's Labour's Lost, to the heart-wrenching romance of Romeo and Juliet and the hilarious comedy of Much Ado About Nothing.





Through the Looking Glass

Author: Lewis Carroll

Artist: Ralph Steadman

Designed by legendary British cartoonist Ralph Steadman, whose award-winning illustrations of Alice in Wonderland inspired this bench, Alice's strange and wonderful world is wonderfully depicted on this bench. Ralph is perhaps best known for his collaboration with Hunter S. Thompson on Fear and Loathing in Las Vegas.

Sponsored by:



Private Equity Less Ordinary









Lot 12

The Capital of the Imagination

Inspired by: Peter Pan Author: J. M. Barrie

Artist: Laura Elizabeth Bolton

The magic of Peter Pan and Tinkerbell is brought to life on this enchanting BookBench. The artist was inspired by the book's London setting, which has: "... inspired a thousand tales to take us to magical places beyond the unknown."





Sherlock Holmes stories

Author: Sir Arthur Conan Doyle

Artist: Valerie Osment

A tribute to Baker Street's most famous resident, supported by the Conan Doyle Estate. Look out for clues to some of the titles about the world's most famous private detective on this popular bench.

Sponsored by:











Lot 14

Bridget Jones's Diary

Author: Helen Fielding

Artist: Paula Bressel

When Helen Fielding first wrote Bridget Jones's Diary, charting the life of a 30-something singleton in London in the 1990s, she introduced readers to one of the best-loved characters in modern literature, captured on this bench.



Ninteen Eighty-Four

Author: George Orwell

Artist: Thomas Dowdeswell

Proving a favourite with the public, this vibrant bench captures many of the references and expressions of Orwell's Nineteen Eighty-Four that make the novel so popular and still relevant today, 65 years after it was first published.

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Lot 16

The Jungle Book

Author: Rudyard Kipling

Artist: Ruth Green

The Jungle Book brings an exotic twist to the BookBench collection, depicting Bagheera, Kaa and Shere Khan in glorious colour.





The Canterbury Tales

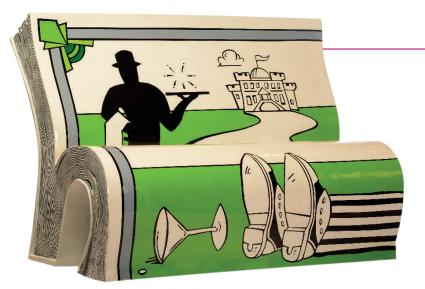
Author: Geoffrey Chaucer

Artist: **Beth Quinton**

A landmark in London's literary heritage inspires this bench. Written towards the end of the 14th century this is the oldest text in our BookBench collection.







Lot 18

Jeeves and Wooster

Author: P. G. Wodehouse

Artist: Gordon Allum

Wooster and his valet Jeeves were first featured in a short story published nearly 100 years ago. Still popular today, this bench depicts the characters using a confident design with a nod to the Art Deco movement.





From the Gruffalo to Scarecrows: The World of Axel Scheffler and Julia Donaldson

Artist: Axel Scheffler
Author: Julia Donaldson

Hand-painted by Axel Scheffler himself, this bench features his collaborations with Julia Donaldson over the past 20 years, including the lovable Gruffalo and characters from their latest book, *The Scarecrows' Wedding*. A bench that will capture the hearts of children and adults alike.

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■SCHOLASTIC









Lot 20

Great Expectations

Author: Charles Dickens

Artist: Ivan Liotchev

A classic work of 19th century literature inspires this bench and its depiction of Victorian London.

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Please Look After This Bear. Thank You.

Inspired by: A Bear Called Paddington Author: Michael Bond

Artist: Michelle Heron

Much-loved children's character Paddington Bear is brought to life on this charming bench. Share a seat with Peru's most famous bear and watch the world go by.







Lot 22

Mrs Dalloway

Author: Virginia Woolf

Artist: One Red Shoe

(Fiona and Neil Osborne)

This bench takes as its inspiration a day in the life of Clarissa Dalloway, a fictional high-society woman living in post-war England.





The Librarian

Inspired by: Discworld series Author: Terry Pratchett

Artist: Paul Kidby

Created by Discworld illustrator Paul Kidby, this bench explores the fantasy world of Sir Terry Pratchett's best-selling series, and depicts the Librarian, a character who makes his debut (in human form) in the first Discworld novel, The Colour of Magic. Paul Kidby has beautifully rendered this character onto the BookBench.

Sponsored by:











Lot 24

Fever Pitch

Author: Nick Hornby

Artist: Sophie Green

A bench inspired by Nick Hornby's award-winning debut novel based on his life as an Arsenal supporter. A

must-have for Arsenal fans.



Noughts & Crosses

Author: Malorie Blackman

Artist: Oliver Dean

Callum is a nought – an inferior white citizen in a society ruled by the black Crosses. Sephy is a Cross – and the daughter of one of the most ruthless, powerful men in the country. Written by Children's Laureate Malorie Blackman, Noughts & Crosses is represented on this bench using a striking graphic design.







Lot 26

Wisden

Inspired by: Wisden Cricketers' Almanack

Artist: Trevor Skempton

Inspired by the world-famous reference book and the longest running sports annual of all time, this bench will appeal to all fans of "the Bible of Cricket".





The Railway Children

Author: E. Nesbit

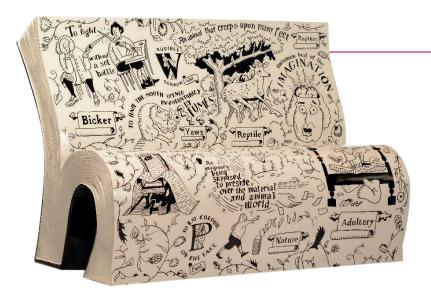
Artist: One Red Shoe

(Fiona and Neil Osborne)

Pulblished in 1905, The Railway Children is a children's classic that continues to captivate young readers over 100 years later. The bench design focuses on the dramatic train-stopping scene, with the oncoming train and clouds of steam depicted on the reverse.









Lot 28

Dr. Johnson's Wild World

Inspired by: A Dictionary of the

English Language

Author: Samuel Johnson

Artist: Scriberia

Scriberia have used their unique style to bring to life Samuel Johnson's influential dictionary, which took him nearly nine years to complete.



Usborne's That's not my...BookBench

Inspired by: That's not my meerkat...

Author: Fiona Watt

Designed by: Jenny Hilborne,

Usborne Publishing

Based on illustrations by: Rachel Wells

Painted by: Sarah Jane Richards

That's not my meerkat... is part of the bestselling That's not my... series. With its bright, jolly design this bench would be well-suited as a gift to a nursery or primary school playground.

Sponsored by:











Lot 30

James Bond stories

Author: Ian Fleming

Artist: Freyja Dean

Suave and sophisticated, this James Bond BookBench will draw you into the secret agent's world where you can discover the many twists and turns of life with 007. The striking design incorporates elements from a number of Ian Fleming's James Bond stories, including the hearts adorning the original cover of Casino Royale, motifs from Live And Let Die, and the dramatic iron gates of the College of Arms, visited by Bond in On Her Majesty's Secret Service.'

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Brick Lane

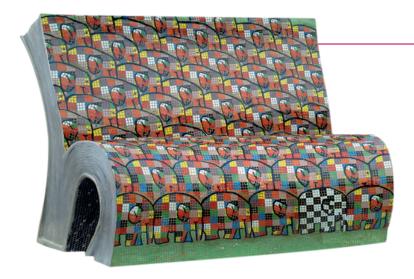
Author: Monica Ali

Artist: Charlotte Brown

The story of Nazneen, a young girl who moves to London to marry, and her life within the Bangladeshi community of Tower Hamlets. A bold design, bringing together two cultures in a celebration of this modern classic.









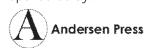
Lot 32

Elmer the Patchwork Elephant

Inspired by: Elmer Author: David McKee

Artist: Giles Boardman

Elmer the Patchwork Elephant is a nursery favourite celebrating differences and diversity and accepting one's true colours. The only bench to feature a mosaic, this design is both visual and tactile and commemorates Elmer's 25th anniversary.



Samuel Pepys' Diary

Author: Samuel Pepys

Artist: Michele Petit-Jean

Samuel Pepys' diary provides eyewitness accounts of key historical events such as the Great Plague and the Great Fire of London, depicted here on this bench.









Lot 34

We're Going on a Bear Hunt

Author: Michael Rosen

Designed by: Helen Oxenbury

BookBench created by: Gerard Strong

Designed by Helen Oxenbury, illustrator of We're Going on a Bear Hunt, this bench celebrates 25 years of a timeless classic that is enjoyed by children of all ages as well as by the adults who are asked to read it again and again





The Time Machine

Author: H.G. Wells

Artist: Diana Ralston

Sit on this bench and imagine you're in your very own Time Machine. A classic work of science fiction celebrated with a bold design.









Lot 36

Planet 42

Inspired by: The Hitchhiker's Guide to the Galaxy
Author: Douglas Adams

Artist: Deven Bhurke

A cult classic is interpreted in a completely original way on this BookBench. Your chance to own unique artwork inspired by a multi-media phenomenon.



Frozen in Time

Inspired by: Journals - Captain Scott's

Last Expedition

Author: Robert Falcon Scott

Artist: Charles Bezzina

Bringing to life Captain Scott's diary of the Terra Nova expedition that ultimately claimed his life, artist Charles Bezzina drew on his own journey to the high Arctic to capture the desolate landscape on this bench.









Lot 38

Katie in London

Author: James Mayhew

Artist: James Mayhew

Author-illustrator James Mayhew celebrates 25 years of Katie books and her discoveries in this splendid city. James's original artwork follows Katie's adventures touring London landmarks with her friend, a lion from Trafalgar Square.





How to Train Your Dragon

Author: Cressida Cowell

BookBench designed by: Cressida Cowell

Created by: Gerard Strong

Designed by Cressida Cowell, the author of How to Train Your Dragon, who took inspiration from her childhood: "As a child I grew up in London and on a remote Scottish island where I was inspired to create my world of dragons and Vikings. Sit on this BookBench and imagine dragons wheeling above you in the skies."

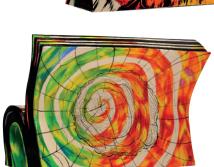
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Lot 40

On the Origin of Species

Author: Charles Darwin

Artist: Jane Veveris Callan

A detailed design that focuses on the "tree of life" metaphor with which Charles Darwin explained the connection between all organisms.



Clarice Bean

Author: Lauren Child BookBench designed by: Lauren Child

Created by: Jane Headford

The loveable Clarice Bean is brought to life on this bench designed by award-winning author and illustrator Lauren Child: this is a bench where you can sit and read a book or simply stare utterly into space.









The Laura Marlin Mysteries

Author: Lauren St John
Original illustrations: David Dean
BookBench created by: Jane Headford

Based on the adventure series featuring 11-year-old ace detective Laura Marlin, this bench brings to life the spectacular Cornish coastline.





Dr. Seuss

Author: Theodor Seuss Geisel

Original illustrations by: Theodor Seuss Geisel

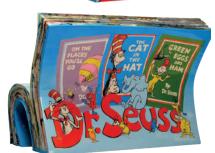
Painted by: Jane Headford

Best known as Dr. Seuss, Theodor Seuss Geisel was an American writer and artist. This eye-catching bench features some of his best-loved characters, including the Cat in the Hat.

Sponsored by:

HarperCollinsChildren'sBooks









Lot 44

War Horse

Author: Michael Morpurgo
Original illustrations by: Rae Smith

Painted by: Gerard Strong

2014 marks the 100th anniversary of World War I and we are proud to include the War Horse BookBench in the centennial commemorations. The evocative original illustration on this bench is by Rae Smith, the Tony and Olivier award-winning stage designer of the National Theatre's production of War Horse, based on the novel my Michael Morpurgo, published by Egmont Publishing.



Girl Engrossed

Inspired by: The Secret Diary of

Adrian Mole Aged 13 3/4 Author: Sue Townsend

Artist: Andrea Joseph

Any book-lover will identify with the feeling experienced by the girl on this bench of being completely engrossed in a book, regardless of what is going on around you. Inspired by the artist's experience of reading The Secret Diary of Adrian Mole Aged 13 ¾.







Lot 46

Earnest

Inspired by: The Importance of

Being Earnest Author: Oscar Wilde

Artist: Trevor Skempton

Trevor Skempton's distinctive hard-edged drawing style gives a modern twist to Wilde's

popular comedy.





The World's Biggest Flipbook

Artist: Jeremy Banks

Jeremy Banks or "Banx" is an award-winning cartoonist who has been pocket cartoonist for the Financial Times since 1989. His bench is laced with satire and charm: "Just flip the pages. The people will turn their pages and the pigeons will fly away."









Lot 48

Always Try to be a Little Kinder Than is Necessary

Inspired by: Peter Pan Author: J. M. Barrie

Artist: Sian Storey

Peter Pan is brought alive with colourful, original artwork that the artist created to show "...the limitless power of children's imagination and the need to nurture creativity in the young."

Sponsored by:

Mishcon de Reya

The Jacqueline Wilson and Nick Sharratt BookBench

Author: Jacqueline Wilson Original illustrations by: Nick Sharratt BookBench by: Valerie Osment

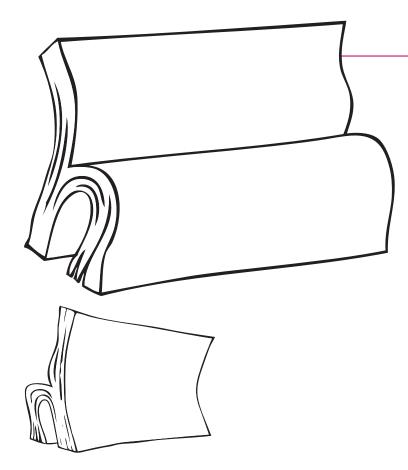
Dame Jacqueline Wilson's most famous creations are brought to life on this BookBench based on Nick Sharratt's original illustrations. A celebration of books that have inspired children and young people to read for pleasure for decades.

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Lot 50

Neverwhere

Author: Neil Gaiman

Artist: Chris Riddell

The Guardian asked their readers to nominate their favourite book with a link to London. The winning vote was for Neverwhere, the bestselling novel by Neil Gaiman. The bench is designed by Chris Riddell, who has illustrated many of Neil Gaiman's books and was his artist of choice for this unique collaboration.

In partnership with

theguardian

Artwork still being completed on publication of this catalogue.

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Promotional film: Silverfish Media

PR support: Cressida Cowell, Neil Gaiman, James Mayhew, Michael Rosen, Axel Scheffler,

Joanna Trollope



Conditions of Business

A selection of the BookBenches will be on display as part of the Southbank Centre's London Literature Festival, running until 13 October 2014. These lots will be available for collection after this date. Details of which of the benches will be part of this high-profile event will be released by 1 September 2014.

The nature of the relationship between the Charity, as seller and a Bidder and the terms on which the auction is held are set out below.

The purpose of the auction is for the Charity to raise funds for its charitable purposes.

Bidders' attention is specifically drawn to Conditions 3,4,12 and 13, which require a Bidder to investigate Lots prior to bidding, contain specific limitations and exclusions of the legal liability of the Charity, and detail the specific restrictions on the use of the Lots following purchase.

Bidders, as prospective purchasers, should familiarise themselves with these Conditions generally, but pay particular attention to Conditions 3,4,12 and 13.

1. Definitions

Definitions

"Auctioneer" is the individual(s) conducting the auction;

"Bidder" is any person considering, making or attempting to make a bid, by whatever means, and includes Buyers;

"Buyer" is the person that makes the highest bid or the winning bid accepted by the Auctioneer. The Buyer can bid in person or instruct an agent to do so on their behalf;

"Charity" – National Literacy Trust, Registered Charity Number 1116260 (England and Wales), SC042944 (Scotland), registered address: 68 South Lambeth Road, London SW8 1RL, who are offering a Lot for sale;

"Hammer Price" means the final bid price announced by the Auctioneer at the fall of the Auctioneer's hammer, or in the case of a post-auction sale, the price agreed between the Charity and the Buyer;

"Intellectual Property Rights" are any patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Lot" means an item to be offered for sale at the auction, or any items to be offered for sale together at the auction for one price;

"New Party" any party to which the Buyer may pass the title of a Lot;

"Purchase Price" is the Hammer Price for any Lot sold;

"Reserve" is the confidential minimum Hammer Price in respect of each Lot below which such Lot cannot be sold, subject to the Charity's discretion set out in condition 6 (a).

2. Charity's Representations and Warranties regarding the Lots

The Charity represents and warrants that it has:

(a)good title to the Lots with the right to transfer ownership to the Buyer free from all restrictions or rights or claims by anyone else, save for any Intellectual Property Rights as specified in condition 13;

(b)subject always to condition 4 (a), disclosed to Bidder's all information of which it is aware relating to the condition, authorship or ownership history of each Lot together with all facts of which the Charity is aware which might materially affect the sale or value of the Lots.

3. Duties of Bidders and the Charity in respect of items for sale

(a) The Charity shall have sole discretion to decide the way in which Lots are exhibited, marketed or described, including but not limited to at the auction site or in any sales literature relating to the sale of the Lot. Each Lot offered for sale may or may not be available for inspection by Bidders prior to the sale. It is the responsibility of the Bidder to satisfy themselves as to both the condition of the Lot and the accuracy of any description applied to a Lot prior to bidding for that Lot.

(b) All Lots are offered for sale by the Charity in the condition they are in at the time of the auction on 7th October 2014. It is the Bidder's responsibility to inspect Lots prior to bidding for them and Bidders are strongly advised to examine personally any Lots in which they are interested, before the auction takes place. This term applies whether or not Bidders are in attendance at the auction. The Charity may, at its sole discretion, change the date of the auction, such change shall not affect these conditions of sale which shall continue to apply on whatever date the auction takes place.

(c) Illustrations and descriptions of the Lots included in printed material and on the internet, including any references to condition of the Lots, are for identification and guidance purposes only and will not convey full information as to the actual condition of Lots. Failure to mention any defect in the condition of a Lot in this material does not mean that a Lot is free from any defects.

(d) Information provided to Bidders in respect of any Lot by the Charity, including any Estimate, whether written or oral and including information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather is a statement of opinion reasonably held by the Charity. Such opinions and statements do not amount to a representation, warranty or assumption of liability of any kind by the Charity. Any estimate may not be relied on as a prediction of the selling price or value of the Lot and may be revised from time to time.

(e) No representations or warranties are made by the Charity as to whether any Lot is subject to copyright or whether the Buyer acquires copyright in any Lot.

4. Exclusions and limitations of liability of the Charity

(a) In the light of the matters in Condition 3 above and subject to Condition 4(c) and to the extent permitted by applicable law, the Charity,its officers, employees or agents:

(I) are not liable for any errors or omissions in the information provided to the Bidder, whether orally or in writing, whether negligent or otherwise;

(II) do not give any guarantee, warranty or assume any liability of any kind to Bidders in relation to the Lots, other than the express warranties given by the Charity to the Buyer in Condition 3 of these Conditions of Business. The Lots are otherwise sold "as is". Any implied warranties and conditions regarding the Lots are excluded, including (but not limited to) in respect of merchantability, fitness for a particular purpose, description, size, quality, and condition: and

(III) do not accept any responsibility to any Bidders in respect of acts or omissions (whether negligent or otherwise) by the Charity in connection with the conduct of auctions or for any matter relating to the sale of any Lot.

(b) Without prejudice to Condition 4(c), any claim against the Charity by a Bidder is limited to the Purchase Price with regard to that Lot. The Charity, or any of its officers, employees or agents, shall not under any circumstances be liable for any consequential losses.

(c) None of this Condition 4 shall exclude or limit the Charity's liability in respect of any fraudulent misrepresentation made by the Charity, or in respect of death or personal injury caused by the negligent acts or omissions of the Charity.

5. Bidding at Auction

(a) The Charity shall have sole discretion to decide which persons are permitted to take part in the auction (whether in person or not). The Charity has absolute discretion to refuse admission to the auction. Bidders act as principal unless they have the Charity's prior written consent to bid as agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as agent.

(b) The Charity advises Bidders to attend the auction if possible but will seek to accept online and telephone bids that are submitted in pound sterling and that in the Charity's opinion, are clear (in terms of the value of the bid and the Lot to which they apply) and are received sufficiently in advance of the sale of the Lot. If identical bids are received for the same Lot which are higher than any of the bids received for that Lot at the auction and at least match the Reserve, the Lot will be sold to the person whose online or telephone bid was received and accepted first. The Charity does not accept any liability for failing to execute an online or a telephone bid or for errors and omissions in connection with them.

6. Conduct of the Auction

(a) The Auctioneer shall have discretion to decide which bids should be accepted. The Auctioneer has discretion at any time to refuse any bid, withdraw any Lot, re-offer a Lot for sale (including after the fall of the hammer) if he believes there may be error or dispute, and take such other action as he reasonably thinks fit. In the case of dispute over which Bidder's bid has been accepted for a particular Lot, the sale record of the Charity shall be conclusive.

(b) The Auctioneer will commence and advance the bidding at levels and in increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the Charity up to the Reserve on the Lot, either by placing consecutive bids or by placing bids in response to Bidders, without indicating he is doing so and whether or not other bids are being placed by Bidders.

(c) Subject to Condition 6(b), the contract between the Buyer and the Charity is concluded on the striking of the Auctioneer's hammer, whereupon the Buyer becomes liable to pay the Purchase Price. The Charity cannot be held responsible in the event that a Bidder bids for a Lot in error, such bid being successful and establishing the Purchase Price to be paid. In such circumstances, the Charity shall have the right to enforce the contract against the Bidder and require payment of the Purchase Price in accordance with condition 7 below.

(d) Any post-auction sale of Lots offered at auction shall incorporate these Conditions of Business as if sold in the auction room.

7. Payment and Collection

(a) The Buyer's obligation to pay the Purchase Price arises on the fall of the Auctioneer's hammer in respect of the Lot, at which point a contract for sale between the Charity and the Buyer shall be formed. Risk in the Lot shall pass to the Buyer upon delivery to or collection of the Lot by the Buyer, and in any event within 7 calendar days of the contract for sale being formed unless expressly agreed otherwise between the Buyer and the Charity.

- (b) Unless agreed in writing with you by the Charity, you must pay all sums to the Charity, including all applicable taxes, plus all other applicable charges, in the currency in which the sale was conducted immediately upon winning the Lot and you must ensure that the funds are cleared by the 7th calendar day after the sale. Payment must be made to the Charity by cheque, bankers draft, cash, credit card or debit card unless otherwise agreed with you in writing by the Charity. There will be a 3% charge for payment by credit card. If you do not pay any sums due in accordance with this clause, the Charity will have the rights to withhold the Lot.
- (c) Please note: Lots purchased via i-bidder.com live auction service will be subject to an additional 3% commission charge + VAT at the rate imposed.
- (d) Title in a purchased Lot will not pass until the Charity has received the Purchase Price for that Lot in cleared funds. The Charity is not obliged to release a Lot to the Buyer until the title of the Lot has passed. Any earlier release does not affect the passing of title or the Buyer's unconditional obligation to pay the Purchase Price.
- (e) The Buyer is responsible for organising delivery or collection of their purchased Lots, which must take place within 7 calendar days of the funds for the full Purchase Price clearing unless otherwise agreed in writing with the Charity. The Buyer will be responsible for paying the daily storage cost of £50 per day from the 6th calendar day after the Charity has received the full Purchase Price in cleared funds. Failure to arrange for collection or delivery of a Lot within 7 calendar days of the full Purchase Price in cleared funds being received by the Charity, unless a written agreement has been made with the Charity prior to this date, could result in the Charity retaining the title of the Lot and the decision regarding this will be at the Charity's discretion.

8. Failure to pay for the Lot

- (a) If the Purchase Price for a Lot is not paid to the Charity in full in accordance with the contract incorporating these conditions, the Charity will be entitled, without further notice to you, to exercise one or more of the following rights:
- (1) To terminate immediately the contract for sale of the Lot for your breach of contract:
- (2) To re-sell the Lot by auction, private treaty or any other means that the Charity shall determine at its sole discretion on giving seven [calendar] days written notice to you of the intention to resell;
- (3) To retain possession of the Lot;
- (4) To remove and store the Lot at your expense;
- (5) To hold the defaulting Buyer liable for the total amount due and to take legal proceedings against you for any sum due under the contract for sale and/or damages for the breach of contract, including but not limited to any interest, legal fees, storage costs and all other costs associated with your failure to pay, to the fullest extent permitted under applicable law;
- (6) To be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Lloyds Bank from time to time to be calculated on a daily basis from the date upon which said monies become payable until the date of the actual payment;
- (7) To repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a consumer from the Charity selling in the course of a business) you hereby grant an irrevocable licence to the Charity by yourself and your servants or agents to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of the Lot or part thereof;
- (8) To retain possession of any other property sold to you by the Charity at the sale or any other auction or by private treaty until all sums due under the contract of sale shall have been paid in full in cleared funds;
- (9) To retain possession of, and on three months' written notice to sell, without reserve, any of your other property in the possession of the Charity (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Charity;
- (10) So long as such goods remain in the possession of the Charity, to rescind the contract for the sale of any other goods sold to you by the Charity at the sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Charity by you.
- (b) You agree to indemnify the Charity against all legal and other costs of enforcement, all losses and other Buyer's Expenses and costs (including any monies payable to the Charity in order to obtain the release of the Lot) incurred by the Charity (whether or not court proceedings will have to be issued) as a result of the Charity taking steps under this condition 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in condition 8 (a)(6) from the date upon which the Charity becomes liable to pay the same until payment by you.
- (c) On any re-sale of the Lot under clause 8(a)(2), the Charity will account to you in respect of any balance remaining from any monies received by the Charity or on the Charity's behalf in respect of the Lot, after the payment of all sums due within 28 days of receipt of such monies by the Charity or on the Charity's behalf.

9. The Charity's liability

(a) The Charity, or any of our officers, employees or agents, will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.

(b) The Charity will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy of the Lot or any entry or Estimate in relation to the Lot.

10. General

- (a) All images and other materials produced for the auction are and remain the copyright of the Charity, for use at the discretion of the Charity.
- (b) Should any provision of these Conditions of Business be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- (c) These Conditions of Business are not assignable by any Buyer without the Charity's prior written consent, but are binding on Buyers' successors, assigns and representatives.
- (d) No act, omission, failure or delay by the Charity to exercise any right, power, or remedy will operate as or be deemed to be a waiver or release of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- (e) These Conditions of Business contain the whole agreement between the Charity and you and supersedes any prior written or oral agreement between us. These Conditions of Business have not been entered into on the basis of any representations that are not expressly incorporated in this agreement.

11. Law and Jurisdiction

(a) Governing Law

These Conditions of Business and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by and interpreted in accordance with English law.

(b) Jurisdiction

For the benefit of the Charity, all Bidders agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Business relate or apply.

(c) Service of Process

All Bidders irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted, at the last address of the Buyer known to the Charity or any other usual address.

12. Restrictions on the use of purchased Lots

- (a) The Buyer shall not, and shall procure that any New Party shall not, do, or omit to do, or permit to be done at any time any act:
- (i) that uses the Lot to further any political, quasi-political or charitable objectives;
- (ii) that associates the Lot with any political, quasi-political or charitable campaign or objectives; or
- (iii) (in connection with the Lot) that negatively impacts on the reputation of the Charity or which damages the reputation or goodwill associated with the Lot or the Charity.
- (b) The Buyer shall indemnify the Charity against all liabilities, costs, expenses, damages and losses (including any direct losses, indirect losses, consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Charity arising out of or in connection with the use of the Lot by the Buyer, a New Party or any third party or any breach by the Buyer of this clause 12.

13. Intellectual Property Rights

- (a) The Buyer acknowledges and agrees that no Intellectual Property Rights in the Lot will pass to the Buyer as a result of the Buyer's purchase of the Lot. All Intellectual Property Rights in the Lot will remain with the Charity or the Charity's licensors.
- (b) The Buyer acknowledges and agrees that no licences in respect of any Intellectual Property Rights will be granted to the Buyer as a result of the Buyer's purchase of the Lot.
- (c) All goodwill associated with the Lot (both at the time of the auction and afterwards) shall belong to the Charity. The Charity may at any time call on the Buyer to execute a confirmatory assignment of any goodwill associated with the Lot and the Buyer shall execute it forthwith.
- (d) The Buyer acknowledges and agrees that they will not, through their ownership, possession or use of a Lot, in any way associate or connect themselves with or utilize any of the Intellectual Property Rights featuring on the Lot, unless where expressly permitted to do by the owner of the relevant Intellectual Property Rights.





































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