

ONLINE TERMS OF BUSINESS

INTRODUCTION

These terms and conditions are supplemental to the *General Terms of Business* and apply to all online bidding at online-only auction *Sales* conducted by or in conjunction with *Mayfair Auctions* (“Online Sales” and “Online Bidding”). Information applicable to the *Online Sales* may also be set out in the *Catalogue* and/or in *Notices to Bidders* on our *Website* or made available by an *Auction Platform* on its website, and it is your responsibility to review that information. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

BY REGISTERING TO PARTICIPATE IN AN ONLINE SALE, AND/OR BY BIDDING IN SUCH SALE, YOU EXPRESSLY AGREE TO:

- THESE ONLINE TERMS OF BUSINESS AND THE GENERAL TERMS OF BUSINESS INCLUDING THE LIMITATIONS OF OUR AND THE SELLER’S LIABILITY CONTAINED THEREIN;
- THE *SELLER’S CONTRACT*;
- THE *BUYER’S CONTRACT*;
- ANY APPLICABLE *NOTICE TO BIDDERS*; AND
- SUCH INFORMATION AS IS MADE AVAILABLE ON OUR *WEBSITE* FOR THE *ONLINE SALE*.

The Definitions and Glossary, available on our *Website* are incorporated into these terms and conditions. Where words and phrases which are defined in the List of Definitions are used in these terms and conditions, they are printed in italics.

1 REGISTRATION

1.1 In order to bid in an *Online Sale*, you must be 18 or over and you must register to bid via our *Website* or with an *Auction Platform*. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

2 BIDDING IN ONLINE SALES

- 2.1 Bidding on each *Lot* will open at or below the low pre-sale *Estimate* specified in the particulars for that *Lot* and will increase at the increments provided as bidding on the *Lot* progresses.
- 2.2 Unless otherwise indicated, *Lots* will be offered subject to a *Reserve*, which will be at or below the *Lot’s* low pre-sale *Estimate*.
- 2.3 Provided that you have pre-registered to bid and your account is in order, you may place *Bids* on *Lots* during the bidding period indicated for each *Lot*, either by placing your next bid using the increments indicated or by placing a maximum *Bid* to indicate the most you would be prepared to *Bid* (excluding *Buyer’s Premium* and applicable taxes which would be in addition to your bid). If you leave a maximum *Bid*, the system will automatically place incremental *Bids* on your behalf in response to other *Bids*, until either there are no other *Bids* or your maximum *Bid* has been reached.
- 2.4 If you attempt to place a *Bid* which is lower than another *Bid* already placed for that *Lot*, then your *Bid* will be rejected and you will be offered the opportunity to place a higher *Bid*.

- 2.5 The time at which bidding shall close for each *Lot* (the “Lot Closing”) will be indicated in respect of each *Lot*. We will endeavour to email you warning that Lot Closing is due on a *Lot* on which you have been outbid but you are advised to monitor *Lots* in which you are interested throughout the *Sale*.
- 2.6 All bidding increments will be in the currency of the *Online Sale* only and payment for any *Lot* that is the subject of a successful bid must also be made in the currency of the *Online Sale*. Any currency conversion tool is provided on the *Online Bidding* screen for your convenience only. Please note that, unless otherwise stated in a *Notice to Bidders* in respect of a particular *Online Sale*, each *Online Sale* is conducted, and all *Bids* and payments shall be made, in pounds sterling.
- 2.7 During an *Online Sale*, you can bid for a *Lot* by clicking the ‘Bid’ button. Each bid shall be final and binding as soon as you click the ‘Bid’ button.
- 2.8 You agree that each *Bid* submitted is irrevocable and cannot be amended or corrected even if submitted in error and notified to us. You accept full liability for all *Bids* submitted via your *Online Bidding* account (including the liability to pay in full and on time for any *Lot* that is the subject of a successful *Bid* submitted from your account).
- 2.9 We will endeavour to email you in the event you are outbid or your *Bid* is below another *Bid* already accepted, but you are advised to monitor your bids throughout the *Sale*. In the event of a tie between *Bids* placed, the earlier *Bid* received shall be accepted.
- 2.10 Unless cancelled by us pursuant to these terms and conditions, the highest *Bid* submitted by *Lot* Closing shall be the successful *Bid*, thereby resulting in a binding contract for sale between you and the *Seller* on the terms set out in the *Contract for Sale*, and you will be sent an invoice by *Mayfair Auctions* by email. We will not notify you about *Lots* for which you were not the successful *Bidder*.
- 2.11 In the event of any discrepancy or dispute about bidding or the sale of any *Lot*, the *Sale* record maintained by *Mayfair Auctions* shall be final and binding.
- 2.12 *Mayfair Auctions* reserves the right to postpone completion of the sale of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the sale of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such sale would be unlawful or otherwise cause liabilities for the *Seller* or *Mayfair Auctions* or be detrimental to *Mayfair Auctions’* reputation.
- 2.13 *Mayfair Auctions* also reserves the right to withdraw its permission for you to use *Online Bidding*, terminate an *Online Bidding* account, reject any *Bids* made or restart bidding afresh for a *Lot*, for any reason at any time prior to, during or after a *Sale*.

3 PROVISION OF ONLINE SALES AND LIMITATIONS OF OUR LIABILITY

- 3.1 Any currency conversion tool is provided for your convenience only and is an approximate guide to the equivalent amount in the specified currencies. You are therefore advised to conduct your own research into the applicable exchange rates prior to placing a *Bid*.
- 3.2 WE DO NOT ACCEPT ANY RESPONSIBILITY FOR ANY ERRORS THAT MAY OCCUR AS A CONSEQUENCE OF RELIANCE UPON THE CURRENCY CONVERSION TOOL.
- 3.3 *Online Sales* are provided on the basis that you shall place *Bids* on your own behalf. In the event *Mayfair Auctions* agrees to place a bid on your behalf in an *Online Sale*, we do so as an additional service without charge, and *MAYFAIR AUCTIONS* ACCEPTS NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER, WHETHER FOR NEGLIGENCE OR OTHERWISE, IN THE PLACING OR FAILURE TO PLACE SUCH BIDS.
- 3.4 *Lots* offered for sale will vary in terms of age, type and condition, with potential faults, imperfections and repairs, and are offered for Sale “AS IS” in their condition as at the time of sale. *Lot Descriptions* reflect *Mayfair Auctions’* reasonable opinion within the terms on which they are provided, are provided for general reference and do not purport to be and may not be taken as complete descriptions of the *Lot*. *Lot Descriptions* and *Condition Reports* may contain inaccuracies and typographical errors and we do not warrant the accuracy or completeness of the content or that any defects will be noted or corrected. *Condition Reports* represent our reasonable opinion (recognising we are not restorers or conservators) and are intended to offer a general view as to the overall condition of the *Lot* but may not cover all

condition issues. Online images depend on connectivity and performance of computer equipment and may not accurately represent the Lot's colours and shades. WITH THE EXCEPTION OF THE FORGERY GUARANTEE IN THE BUYER'S CONTRACT, MAYFAIR AUCTIONS DOES NOT OFFER ANY WARRANTY OR GUARANTEE FOR LOT DESCRIPTIONS, CONDITION REPORTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ATTRIBUTION, AUTHENTICITY OR PROVENANCE, AND ANY IMPLIED WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

- 3.5 *Mayfair Auctions* reserves the right, in our sole discretion, to correct any errors or omissions in any portion of the *Online Sale* and to make any changes to the features, functionality or content of the *Online Sale* at any time. APART FROM IN RESPECT OF THE FORGERY GUARANTEE IN THE BUYER'S CONTRACT AND OTHER THAN IN THE EVENT OF ITS FRAUD OR FRAUDULENT MISREPRESENTATION, MAYFAIR AUCTIONS EXCLUDES LIABILITY WHETHER IN NEGLIGENCE OR OTHERWISE FOR ANY ERROR OR OMISSION IN ANY DESCRIPTION OF A LOT OR ANY ESTIMATE IN RESPECT OF ANY LOT OR THE CONTENTS OF ANY CONDITION REPORT OR OTHERWISE, WHETHER GIVEN ORALLY OR IN WRITING AND WHETHER GIVEN BEFORE, DURING OR AFTER THE SALE. This disclaimer and exclusion do not affect your statutory rights as a *Consumer*.
- 3.6 If you choose to participate in *Online Sales*, you do so entirely at your own risk. *Bidding* in *Online Sales* is dependent upon, among other things, your own equipment and the availability, speed and quality of internet connections provided by third party operators and suppliers, for which *Mayfair Auctions* accepts no responsibility or liability whatsoever.
- 3.7 *Mayfair Auctions* reserves the right to provide any information from the *Website* or from its use to respond to requests from governmental or other bodies with jurisdiction or to meet the requirements of any applicable law, regulation or *Mayfair Auctions'* policy.
- 3.8 In addition to any other rights we may have at law, *Mayfair Auctions* reserves the right, at our discretion and without liability to you, to restrict, suspend or terminate your participation in any *Online Sales* in the event of your breach of these terms and conditions, the *General Terms of Business*, the *Buyer's Contract* and/or a *Contract for Sale*, or your provision of false or misleading information, or in the event of any interference by you with the administration or smooth operation of the *Website*.
- 3.9 MAYFAIR AUCTIONS AND ITS SUPPLIERS PROVIDE THE ONLINE SALE AND THE WEBSITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE ACCEPT NO LIABILITY FOR ANY FAILURES, DELAYS OR ERRORS CAUSED BY INTERRUPTIONS IN THE AVAILABILITY OF THE ONLINE SALE OR OUR WEBSITE OR ANY ERRORS OR DEFECTS IN THEIR CONTENT OR FUNCTIONALITY, ANY SOFTWARE AND/OR HARDWARE DEFECTS (WHETHER YOURS OR OURS) AND/OR ANY INTERNET CONNECTION PROBLEMS (WHETHER YOURS OR OURS), AND WE DO NOT REPRESENT OR WARRANT THAT THE ONLINE SALE OR THE WEBSITE WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

4 MISCELLANEOUS

- 4.1 Copyright in all images in *Online Sales Catalogues* is owned by *Mayfair Auctions* and/or other parties, including texts, layouts and illustrations; these may not be used or reproduced by you in any way without *Mayfair Auctions'* written permission. *Lots* are not offered for sale with copyright or other reproduction rights.

5 CHANGES TO THESE TERMS AND CONDITIONS

- 5.1 We may from time to time make changes to these terms and conditions. Any changes will be posted on our *Website*. Please review these terms and conditions regularly to ensure you are aware of any changes

made by us. If you participate in our *Online Sales* after changes have been made and posted, you shall be deemed to have agreed to such changes.

6 DATA PROTECTION – USE OF YOUR INFORMATION

- 6.1 Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed).
- 6.2 A copy of our Privacy Policy can be found on our *Website* or requested by post or by email from info@mayfair-auctions.com

7 EU CONSUMER CANCELLATION RIGHTS

Right to Cancel the Purchase

- 7.1 If you are a *Consumer* in accordance with the EU Consumer Rights Directive and habitually reside in a Member State of the *EU*, and the *Seller* is not a *Consumer* (as identified in the relevant *Catalogue*), you have the right to cancel the *Contract for Sale* relating to the purchase of a *Lot*, without giving any reason. *Sellers* who are *Consumers* will be identified as private individuals in the *Entry* for the *Lot*.
- 7.2 The cancellation period will expire 14 calendar days from the day after the date on which you, or a third party (other than the carrier and indicated by you) acquires, physical possession of the *Lot*.
- 7.3 To exercise the right to cancel you must inform *Mayfair Auctions*, who are offering to sell the *Lot* either as agent for the *Seller* or as the owner of the *Lot*, of your decision to cancel this contract by a clear statement (e.g. by post or e-mail). You may use the model cancellation form set out in the Appendix hereto, but this is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- Effects of cancellation
- 7.4 If you cancel the *Contract for Sale*, we will reimburse to you all payments received from you, including the costs of delivery but not any extra costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us; or any import duties we incur as a result of you returning the *Lot* to us.
- 7.5 We may make a deduction from the reimbursement for loss in value of any *Lots* supplied, if the loss is the result of unnecessary handling by you.
- 7.6 We will make the reimbursement without undue delay, and not later than: 14 calendar days after the day we receive back from you any *Lot* supplied; or (if earlier) 14 calendar days after the day you provide evidence that you have returned the *Lot*.
- 7.7 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise (but reimbursement will always be to an account solely in your name); in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the *Lot* back or you have supplied evidence of having sent back the *Lot*, whichever is earliest.
- 7.8 You shall send back the *Lot* or return it over to us at such address as we may specify for the purpose, without undue delay and in any event not later than 14 calendar days from the day after on which you communicate your cancellation to us.
- 7.9 The deadline is met if you send back the *Lot* before the period of 14 calendar days has expired.
- 7.10 You will have to bear the direct costs of returning the *Lot*. If we arranged for the *Lot* to be delivered we estimate that the cost returning the *Lot* by the same means is likely to be similar to the cost of delivery, but it is not possible for us to be more accurate as to this cost due to the many variables involved in our worldwide business model and the means by which a return might be made.
- 7.11 You are only liable for any diminished value of the *Lot* resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the *Lot*.

Right to cancel the contract for services.

- 7.12 If you are a *Consumer* in accordance with the EU Consumer Rights Directive and habitually live in a Member State of the *EU*, and we have notified you that you are purchasing the *Lot* from a *Consumer*, you have the right to cancel any contract for services *Mayfair Auctions* provides to you in connection with your purchase of a *Lot*, but not to cancel the *Contract for Sale* of the *Lot* itself.
Mayfair Auctions' services consist of: the opportunity to participate in the *Online Sale*, to be introduced to *Lots* for sale which may be of interest, to view images and other information about such *Lots*, and any delivery service for any *Lot* which you purchase and which is to be delivered pursuant to an agreement with *Mayfair Auctions*).
- 7.13 You have the right to cancel the contract for this service within 14 calendar days from the day of conclusion of the contract, without giving any reason.
- 7.14 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- 7.15 To exercise the right to cancel you must inform *Mayfair Auctions* of your decision to cancel the service by a clear statement (e.g. by post or e-mail). You may use the model cancellation form set out in the Appendix below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 7.16 You request *Mayfair Auctions* immediately to begin the performance of its services (including any agreed arrangements for delivery) during the cancellation period described above. If you cancel this contract, we will reimburse to you any payments received from you in respect of the service. However, since you have requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contract, in comparison with the full coverage of the contract.

8 GOVERNING LAW

- 8.1 All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with English law and the *Seller* and you each submit to the exclusive jurisdiction of the courts of England and Wales, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

APPENDIX**Model form of cancellation – Purchase of the Lot**

To: Director of Auctions, Mayfair Auctions,

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of *Sale* of the following goods [*], Ordered on [*/received on [*],

Name of Consumer(s),

Address of Consumer(s),

Signature of Consumer(s) (only if this form is notified on paper), Date

[*] Delete as appropriate

Model form of cancellation – Provision of the services

To: Director of Auctions, Mayfair Auctions,

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract/for the provision of the following service [*], Ordered on [*/received on [*],

Name of Consumer(s),

Address of Consumer(s),

Signature of Consumer(s) (only if this form is notified on paper), Date

[*] Delete as appropriate