



Waddle of Worcester Auction

Date: 24th October 2024

Introduction

The Waddle of Worcester Auction is managed by St Richard's Hospice registered charity number 515668 (known hereafter as St Richard's).

The Auctioneer is Philip Serrell Auctioneers and Valuers (known hereafter as Serrell's).

The Waddle of Worcester online auction is managed by Serrell's via their online bidding platform; The Saleroom.

Data Protection

By registering to bid at the Waddle of Worcester Auction you are consenting to allow Serrell's and St Richard's, registered charity number 515668 to contact you about the Waddle of Worcester auction and acknowledge that Serrell's and St Richard's will process your personal data in accordance with their Privacy Notices for the purposes of administering the Waddle of Worcester auction.

If you indicate that you may want to make an Absentee Bid, you are also consenting that this information will be provided to Serrell's and St Richard's for the purposes of administering the Waddle of Worcester Auction.

If you register for the online auction, you are also consenting that this information will be provided to Serrell's, St Richard's and The Sale Room for the purposes of administering the Waddle of Worcester Auction.

Should your bid be successful, your details will be shared with Warren's Removals, which is the logistics partner for St Richard's in delivering the goods.

Your data will be stored and shared in accordance the UK General Data Protection Regulation and any other data protection legislation which may amend or supersede the GDPR.

As part of our commitment to privacy and transparency, you can review more information about how we collect and use personal information via our Privacy Notices.

1. St Richard's Hospice <https://www.strichards.org.uk/privacy-policy/>
2. Philip Serrell Auctioneers and Valuers - <https://www.serrell.com/privacy-policy/>
3. The Saleroom - <https://www.the-saleroom.com/en-gb/about-us/legal/privacy-policy>
4. Warren's Removals - <https://www.warrensremovals.com/privacy-policy/>



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Buyer's Guide

1. Introduction

This Buyer's Guide contains a brief overview of the Waddle of Worcester Auction process and the terms under which Lots are made available for sale at Auction. Please read the Buyer's Guide and the Terms and Conditions of Sale carefully. By registering to bid and participate in the Auction, you will be deemed to have agreed to be bound by them.

2. Definitions

When the following words are used in this Buyer's Guide, they mean:

Auction - A live sale by auction managed by St Richard's and Serrell's.

Bidder - Any person, properly registered and approved by St Richard's and/or Serrell's to participate in the Auction who makes or considers making a bid to buy a Lot at Auction.

Buyer - The person or organisation making the highest bid or offer for a Lot accepted by the auctioneer, including a principal bidding as agent.

Guarantee of Authenticity - St Richard's guarantee that the items sold at the auction are the Penguin sculptures created by artists, displayed at the Waddle of Worcester event and sold to raise money for St Richard's Hospice.

Hammer Price - The highest bid for a Lot accepted by the auctioneer at the Auction or, in the case of a post-auction sale price.

Lot - Individual item listed in the Auction Catalogue.

Purchase Price - The Hammer Price

3. Before the Auction

3.1. Bidder Registration

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

3.1.2. Those wishing to attend the Auction as a Bidder either in their own capacity or as an agent for another bidder, need to complete and return the Bidder Registration Form which is available online at <https://waddleofworcester.co.uk/auction/>. If a hard copy is required,



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please contact Sara Matthews – Waddle of Worcester Project Manager – 01905 763963.

- 3.1.3. Those who wish to bid in the Auction by using an absentee, proxy or with a written bid must also complete a Bidder Registration Form at <https://waddleofworchester.co.uk/auction/>. If a hard copy is required, please contact Sara Matthews – Waddle of Worcester Project Manager – 01905 763963.
- 3.1.4. Those who wish to bid in the Auction online must register with Philip Serrell Auctioneers and Valuers at <https://www.the-saleroom.com/en-gb/auction-catalogues/philip-serrell/catalogue-id-srph10133>.
- 3.1.5. To register as an in person Bidder, the [Bidder Registration Form](#) must be completed in full and the bidder must provide at least one:
 - (1) form of ID which must include one (1) government-issued photo identification. If this does not state your current address, proof of address will also be required.
- 3.1.6. If registering as an organisation, in addition to the ID stated in 3.1.5, you must also provide a certified copy or original certificate of incorporation. If this is not available, you must provide your company registration number or direct link to your page on Companies House.
- 3.1.7. If you are registering as an agent to bid on behalf of another party, you must produce the relevant ID documents in 3.1.5. and 3.1.6 above for yourself and the person or organisation on whose behalf you are acting. In addition, you must provide a written and signed authority from the third party confirming your authority to bid on their behalf.

3.2. Pre-Auction Viewing

- 3.2.1. All the Lots can be previewed at the Farewell Weekend from Fri 4th – Sun 6th October and Fri 11th – Sun 13th October at Worcestershire County Cricket Club at the Waddle of Worcester Farewell Events. Tickets are available to purchase from <https://waddleofworchester.co.uk/events/farewell/>

3.3. Delivery and Collection

- 3.3.1. Without any liability, St Richard's can provide shipping estimates before the Auction; a Bidder requiring this information should email smatthews@strichards.org.uk including the Lot number and shipping address at least 3 working days before the start of the Auction.
- 3.3.2. Collection must be made from DRPG, Ikon Estate, 212, Droitwich Rd, Hartlebury. DY10 4EU by 5pm on 1st November 2024. Failure to collect a lot within 7 days of the full purchase price in cleared funds being received by St Richard's Hospice, unless a written agreement has



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been made with St Richard's Hospice prior to this date, could result in St Richard's Hospice retaining the title of the lot and the decision regarding this will be at St Richard's Hospice's discretion. Purchased lots are at the Buyer's risk (and therefore their sole responsibility for insurance) from collection or after 7 days of the purchase price being received by St Richard's Hospice in cleared funds.

- 3.3.3. St Richard's are working with a logistics partner who can provide delivery of your sculpture/s. Warren's Removals will provide delivery quote, for which payment is made via a donation to St Richard's. The donation link is <https://www.strichards.org.uk/donate/wow/>. Delivery will be made following receipt of donation. If a donation can not be made, Warren's will issue an invoice for delivery, which must be paid before delivery takes place.
- 3.3.4. If the Bidder is based outside the United Kingdom, the Bidder should ensure in advance of the Auction that the Lot can be exported from the UK and imported into the country of destination. No sale will be cancelled because the Lot may not be imported into the country of destination.
- 3.3.5. St Richard's will work with any parties who wish to export their sculptures. We will be able to recommend third-party independent freight agents who can advise Bidders on relevant export licensing regulations and may assist with export licence applications. Neither St Richard's nor its freight agents can guarantee that any licences, permits or consents will be granted. Any Bidder who may require this assistance needs to email smatthews@strichards.org.uk at least 7 days before the Auction.

4. At the Auction

4.1. Bidding

- 4.1.1. All bids are by individual Lot unless the auctioneer states to the contrary during the live Auction. Lots will usually be sold in their numbered sequence, unless the auctioneer announces otherwise.
- 4.1.2. All bids must be made in Pounds Sterling and are VAT exempt.
- 4.1.3. The auctioneer may accept bids from Bidders present in the sale room, via online or written bids delivered to Serrell's before the Auction commences using the Bidder Registration Form at <https://waddleofworcester.co.uk/auction/>.
- 4.1.4. Where a Bidder submits more than one written bid for the same Lot, they will be executed at the lowest possible price.
- 4.1.5. Online bids shall be made in accordance with and subject to the terms of the online auction platform.



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

5. After the Auction

5.1. Successful Bids

5.1.1. Serrell's will raise invoices for each successful Bid at the end of the Auction and these will be sent to the successful Bidders by hand/email. The invoice will show the Hammer Price to be to be paid, and identify the Lot purchased.

5.2. Payment

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

5.2.2. Unless agreed in writing with you by St Richard's, you must pay all the sums in Pounds Sterling either on the evening upon winning the Lot or within 5 days of the invoice being issued and you must ensure that the funds are cleared by the 5th working day from when the invoice was issued. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000), bankers draft or cash (up to a maximum of £5,000).

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

5.2.4. Payment is made directly to St Richard's. The invoice will include bank details for St Richard's. Serrell's will not accept any payments for Lot's through their bank account.

5.3. Shipping and storage

5.3.1. The Buyer is responsible for organising delivery or collection of their purchase and Lots must be collected within 7 days of the funds for the full purchase price clearing unless other agreed in writing with St Richard's.

5.3.2. The purchaser will be responsible for paying the daily storage cost of £50 per day from the 8th day after St Richard's has received the full purchase price in cleared funds.



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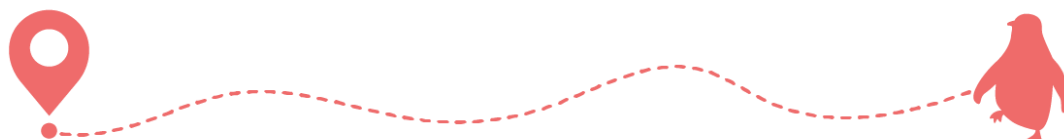
5.3.3. Alternatively Warren's Removals can provide a quote for delivery/shipping - please email them at info@removalsworcester.com.

5.3.4. A Buyer who wishes to collect their sculpture must contact Sara Matthews by email at St Richard's Hospice at smatthews@strichards.org.uk giving details of:

(1) The name of the individual or company collecting the sculpture - and agree a form of identification

(2) The proposed date of collection

Sara Matthews will then agree a date for the collection and send to the Buyer details of the address and collection time and other pertinent information. All collections are at the new Buyers' risk.



Terms and Conditions

1. Introduction

These Terms and Conditions of Sale ("Conditions") set out the legal relationship between the Buyer and St Richard's. By registering to bid and participate in the Waddle of Worcester Auction, you will be deemed to have read and agreed to be bound by these Conditions and the accompanying Buyer's Guide, as set out on <https://waddleofworcester.co.uk/auction/>.

2. Definitions

When the following words are used in these Terms and Conditions mean:

Auction - A live sale by auction managed by St Richard's and Serrell's.

Bidder - Any person, properly registered and approved by St Richard's and/or Serrell's to participate in the Auction who makes or considers making a bid to buy a Lot at Auction.

Buyer - The person or organisation making the highest bid or offer for a Lot accepted by the auctioneer, including a principal bidding as agent.



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Guarantee of Authenticity - St Richard's guarantee that the items sold at the auction are the Penguin sculptures created by artists, displayed at the Waddle of Worcester event and sold to raise money for St Richard's Hospice.

Hammer Price - The highest bid for a Lot accepted by the auctioneer at the Auction or, in the case of a post-auction sale price.

Lot - Individual item listed in the Auction Catalogue.

Purchase Price - The Hammer Price

3. Catalogue descriptions and condition of Lots

- 3.1. All Lots are sold subject to their condition at the date of the Auction. By making a bid, the Bidder accepts the actual condition of the Lot and acknowledges that if a bid is successful, the Buyer will buy the Lot 'as is'.
- 3.2. St Richard's and Serrell's cannot guarantee that colours are properly shown in the Auction catalogue. All Lots are sold 'as is'. Bidders are encouraged to inspect Lots and satisfying themselves as to condition before bidding.

4. Before the Auction

- 4.1. Every Bidder must register using the Bidder Registration Form obtained from <https://waddleofworcester.co.uk/auction/> in accordance with the Buyer's Guide. Those who wish to bid in the Auction online must register with Philip Serrell Auctioneers and Valuers at <https://www.the-saleroom.com/en-gb/auction-catalogues/philip-serrell/catalogue-id-srph10133>.
- 4.2. Those attending the live auction in person must purchase tickets, in advance for all attendees, from the Waddle of Worcester website: <https://waddleofworcester.co.uk/auction/>

5. During the Auction

- 5.1. Serrell's reserves the right to refuse participation in the Auction and to reject any bid. Bids may not be accepted from unregistered bidders and all Bidders must be 18 or over and have sufficient funds to cover any bids made.
- 5.2. All bids must be made in Pounds Sterling and are exclusive of VAT.
- 5.3. The auctioneer has the right to exercise reasonable discretion in refusing any bid, advancing the bidding in such a manner as he may decide, and in the case of error or dispute, and whether during or after the sale,



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determining the successful Bidder, continuing the bidding, cancelling the sale or re-offering and reselling the Lot in dispute. If any dispute arises after the sale, then, in the absence of any evidence to the contrary the sale record maintained by the auctioneer will be conclusive.

- 5.4. When making a bid, every Bidder acknowledges that such bid is a binding offer to buy the Lot at that price (plus the, Buyer's Expenses (if applicable), and any and all shipping charges, import duties/taxes, storage and other costs). A successful Bidder will be deemed to be the Buyer unless it has been explicitly agreed in writing with St Richard's before the start of the Auction and set out in the Bidder Registration Form that the Bidder is acting as agent on behalf of an identified third party acceptable to St Richard's and only then will St Richard's regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirms that he is authorized to bind the third party and that the Buyer has been made aware of and accepts these Conditions.
- 5.5. Serrell's will use reasonable efforts to execute written bids delivered before the Auction for Bidders unable to attend the auction in person, by an agent or online. All such written bids must be made on Bidder Registration Form at <https://waddleofworcester.co.uk/auction/>.
- 5.6. If St Richard's via Serrell's receives written bids on a particular Lot for identical amounts, and at the auction these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first. In all other cases of equal bids, the winning Bidder shall be selected at random by drawing names from a hat or as otherwise determined by Serrell's.
- 5.7. Online bidding at the Waddle of Worcester Auction is made available via The Saleroom (a third party software company), via Serrell's and online bidding is subject to their respective terms of use.
- 5.8. The Auction will be tracked on a video or digital screen, which may display, among other things, a photograph of the Lot offered for sale and the then-current bid. Bidders understand and agree that errors may occur in its operation and, except as expressly stated in the Buyer's Guide or these Conditions, St Richard's and Serrell's shall have no liability arising out of or related to any errors or omission in respect thereto.
- 5.9. By participating in and/or attending the Auction and signing the Bidder Registration Form, each person consents to be filmed and/or photographed and agrees and authorises St Richard's and Wild in Art to use and publish such film and/or photographs, name and likeness for use in (1) providing online access to the Auction, (2) recording the results of the Auction, (3) print, digital, online and all other media for marketing purposes (including without limitation, on St Richard's and Wild in Art websites, Facebook Live, YouTube and other online platforms) and (4) in any other St Richard's and Wild in Art publications of whatever nature. The participant releases St Richard's and Wild in Art and holds them harmless from any reasonable expectation of confidentiality or privacy



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5.10. The highest bid accepted by the auctioneer at the close of the auction will be the Buyer and the conclusion of a contract for sale between the Seller and the Buyer. Risk and responsibility for the Lot passes to the Buyer at the point of sale on the date of sale and the Buyer should arrange insurance cover for the Lot if required.

6. After the Auction

- 6.1. Serrell's will raise invoices, on behalf of St Richard's for each successful Bid and these will be sent to the successful Bidders by hand/email.
- 6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by St Richard's, payment is due within 5 working days of the invoice being issued and must be made by the Buyer. Payments from any other source will not be accepted and shall be returned by St Richard's.
- 6.3. Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when St Richard's is completely satisfied that all monies owing have been paid in full.
- 6.4. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000), bankers draft or cash (up to a maximum of £5,000). Please quote the invoice number when making payment to ensure it can be processed as efficiently as possible.
- 6.5. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge card credit or refund may be issued in the event of any such return. If payment is made by credit card, Buyer will not undertake any action or effort to stop payment, seek a refund, or attempt a charge back of such amounts - or any Credit Card Fee assessed thereon - by the issuer of the credit card.
- 6.6. The Buyer will not acquire title to the Lot until all amounts due to St Richard's from the Buyer have been received by St Richard's in cleared funds even in circumstances where St Richard's has released the Lot to the Buyer.
- 6.7. In the event of default by the Buyer, St Richard's may take one or more of the following actions:



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- 6.7.1. hold the Buyer liable for the total amount due and commence legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law;
- 6.7.2. cancel the sale;
- 6.7.3. resell the Lot publicly or privately on such terms as St Richard's shall think fit;
- 6.7.4. take such other action as St Richard's deem necessary or appropriate. If St Richard's resells the Lot under condition 6.7.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to St Richard's and the amount received upon resale as well as all reasonable costs, expenses, damages, legal fees and commissions and premiums of whatever kind associated with both sales or otherwise arising from the default.
- 6.8. St Richard's shall be entitled to retain Lots sold until all amounts due have been received in full in good cleared funds or until the Buyer has performed any other outstanding obligations as St Richard's shall reasonably require. Subject to this, the Buyer shall collect, or have shipped or collected for shipment, purchased Lots within 7 calendar days from the date of the sale unless otherwise agreed between St Richard's and the Buyer. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).
- 6.9. It is the Buyer's sole obligation and responsibility to be aware of, to comply with, and to pay for all relevant import duties, taxes, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that St Richard's shall have no obligation or responsibility for any import duties, taxes, customs, shipping or other charges for the Lots shipped. Failure by the Buyer to pay all necessary amounts may result in the relevant authorities returning the Lot to St Richard's and in those circumstances the Buyer will be charged and will pay storage costs and St Richard's additional reasonable costs and expenses.
- 6.10. It is the Buyer's responsibility to ensure that any Lot purchased from St Richard's enters the shipping location lawfully, that all duties and taxes have been paid and that all required export procedures, regulations, and laws were properly complied with. Buyer understands and agrees that WIA shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.
- 6.11. If the Buyer wishes to apply for an export licence this does not affect or postpone the Buyer's obligation to make payment in accordance with St Richard's payment terms nor St Richard's right to charge interest or storage charges on late collections.



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7. Use of information

- 7.1. By registering to bid at the Waddle of Worcester Auction you are consenting to allow St Richard's and Serrell's to contact you about the Waddle of Worcester Auction and to process your personal data for the purposes of administering the Waddle of Worcester Auction. St Richard's and Serrell's will not contact you for any other reason unless you opt-in to receive additional communications in the Bidder Registration Form.
- 7.2. If you indicate that you may want to make an Absentee Bid, you are also consenting that this information will be provided to Serrell's for the purposes of administering the Waddle of Worcester Auction.
- 7.3. If you register for the online auction, you are also consenting that this information will be provided to The Sale Room for the purposes of administering the Waddle of Worcester Auction.
- 7.4. If your bid is successful you are consenting to allow St Richard's, Serrell's and Warren's removals to contact you regarding delivery of the Lot.

You will find further details about Privacy Policies for St Richard's, Wild in Art, Serrell's, The Saleroom and Warren's Removals and details about how we process personal data and how to exercise your privacy rights on Page 1 of the Buyers Guide.

8. Terms of Guarantee of Authenticity

- 8.1. St Richard's guarantee that the sculptures sold at the auction are the Waddle of Worcester Sculptures created by artists for the purposes of raising money for St Richard's.
- 8.2. Except as expressly provided in these Conditions St Richard's shall have no liability to the Buyer in respect of a Lot and all and any implied warranties and conditions are excluded to the fullest extent permitted by law.

9. Intellectual property rights

The copyright in all images, illustrations and written material produced by or for St Richard's and Wild in Art relating to a Lot (including the contents of the Auction catalogue), is and shall remain at all times the property of St Richard's and Wild in Art and shall not be used by the Buyer, nor by anyone else, without St Richard's and Wild in Art's written consent. St Richard's and Wild in Art make no representation or warranty that the Buyer of a Lot will acquire any copyright or other reproduction rights in it.



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10. Events outside our control

St Richard's will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Conditions that is caused by an event outside its control, that being any act or event beyond St Richard's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks. St Richard's obligations shall be suspended and time for performance extended until such time as the event outside its control is over, following which a new collection or shipping date can be agreed.

11. Other important terms

- 11.1. If any part of these Conditions is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of the Conditions shall continue to be valid to the fullest extent permitted by law.
- 11.2. The contract is between the Buyer and St Richard's and no other person shall have any rights to enforce any of its terms.
- 11.3. If St Richard's fails to insist on performance of any of a Buyer's obligations under these Conditions, or if it delays in doing so, that will not mean that St Richard's has waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.
- 11.4. This agreement and conditions are governed by and construed in accordance with English law and the Parties agree to the exclusive jurisdiction of courts of England.



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