



THE AUSTRALIAN CHARITY ART AUCTION

Celebrating and supporting Australian charities in the UK

Patron:

HE The Hon Alexander Downer AC

Vice-Patrons:

Dame Judith Mayhew Jonas DBE

Sir Christopher Benson

Yvonne Kenny AM

Isla Baring OAM

Peter Box

Mark Mills

Advisory Committee:

June Mendoza AO RP

Karen Goldie-Morrison

Nicholas Lambourn

Dr Margaret Mayston

Roger McIlroy

Belinda Syme

Cathi Taylor

Dr Robert Travers

Michael Whalley

Guidance for Bidders

The Background

The ACAA is an event which is to raise funds for a number of much loved, and very worthwhile, charities that operate in the UK and which have Australian connections. A number of artworks are to be offered for sale at auction, with the proceeds to be divided among the nominated charities.

The ACAA

The patron of the ACAA is the Australian High Commissioner in the UK, The Hon Alexander Downer, AC. The chairman or chairwoman of each of the nominated charities has also kindly agreed to be a Vice-Patron of the ACAA.

Further details of the ACAA's Advisory Committee, the auctions and the event and the charities concerned, as well as a gallery of the artworks already donated, can be found at www.australiancharityartauktion.co.uk

The Auctions

Artworks are to be offered either by way of an online silent auction (over a two week period leading up to the event) or by way of a live auction at the event, or both, at the discretion of the Advisory Committee.

The Artworks

The artworks to be offered for sale are:

- original artworks (paintings, drawings, sculpture or mixed media) or, at the discretion of the Advisory Committee, limited edition prints
- by Australian artists (resident in Australia or Australian citizens) or by non-Australian artists but which are of Australian subjects or have a historical or other relevant connection with Australia.

Auction Terms and Conditions

In these terms and conditions, ACAA means the Australian Charity Art Auction Advisory Committee.

If you make a bid to acquire an artwork at either the silent auction or the live auction you will be subject to these terms and conditions.

In order to be eligible to bid for any artwork, you must be registered. Registration can be effected by registering online at www.australiancharityartauction.co.uk. The ACAA retains the right to refuse to register you, or to cancel a registration at any time, at its complete discretion.

In offering artworks for sale, neither the ACAA nor the auctioneer makes any representation in respect of any artwork or gives any warranty in respect of its title, provenance, conformity to description or condition and you must satisfy yourself that an artwork conforms to any description given for it (on the ACAA website or in any catalogue or on any label) by inspection. All artworks are offered and sold on an 'as is, where is' basis and acquired artworks do not carry any right of refund or cancellation.

The Silent Auction

The silent auction will take place over a two week period from 10.00 am on Wednesday 15 February 2017 to 9.00 pm on Tuesday 28 February 2017. All bids for artworks featured in the silent auction must be made online at www.australiancharityartauction.co.uk.

In offering artworks for sale through the silent auction, the ACAA is acting as agent for the seller of each artwork and not on its own behalf. The ACAA may withdraw an artwork from sale by way of the silent auction at any time up to the conclusion of the silent auction.

The minimum bid for an artwork, any existing highest bid and the next acceptable bid for an artwork will be shown online against that artwork. Bids must be made in increments set by the ACAA. On making a successful bid, you will be notified by email, and you may also be notified if that bid is subsequently exceeded by another bidder making a higher bid (but the ACAA will not be liable to you in any way if you do not receive that notice).

No bid once made can be withdrawn.

The ACAA will take reasonable steps to ensure that bids are correctly recorded and registered when made, but the ACAA will not be liable for any failure to register a bid or for any act or omission which may result in your bid not being successful.

On conclusion of the silent auction, at 9.00 pm on the final day of the silent auction, if you have placed the highest bid for an artwork, you will be the successful bidder and will be required to make payment in full of the bid amount.

The Live Auction

The live auction will be conducted by the ACAA at the event, who will act as agent for the seller of the artwork and who will have no liability or responsibility to you.

If you are bidding at the live auction you must, if not already registered as a bidder for the silent auction, provide your full name and address details and, when requested by the auction organisers, details of your

preferred credit or debit card. Failure to do so will not have the effect of cancelling or rendering void any bid made by you, and you will remain liable to make payment in full for any artwork for which you have been the successful bidder.

The auctioneer appointed by the ACAA will conduct the live auction at their complete discretion in any usual or customary way, including as to the acceptance of bids, bid increments and the conclusion of any bidding, and may withdraw an artwork from sale at any time. The auctioneer shall not sell any artwork unless the highest bid exceeds any reserve for that artwork. The auctioneer may reject any bid and shall have the sole and final discretion to determine the successful bidder or to re-offer and resell the lot in dispute.

No bid once made may be withdrawn.

Your Obligations as a Successful Bidder

If you are the successful bidder for any artwork, a contract for sale will have been entered into between you and the seller of that artwork for its sale to you at the amount of your bid.

If, at the conclusion of the silent auction or the live auction, your highest bid for any artwork does not equal or exceed any reserve placed on that artwork, you will have no right to purchase the artwork, but the Advisory Committee may, in consultation with the seller of that artwork, accept your highest bid and, on notice to you by email, your bid shall be deemed to have been successful and you will have acquired that artwork and be required to make payment for it.

In any other case, if you have made the highest bid, you shall be deemed to have purchased that artwork for a price equal to that bid and must make payment to the ACAA for it. The ACAA may immediately debit any debit or credit card, details of which have been provided by you, with the amount of your successful bid.

You must either collect artworks acquired by you at the conclusion of the event, or on the following working day from the Australian High Commission. No artwork may be collected by you until payment in full has been made for it.

All carriage and collection costs will be borne by you. The ACAA or the Australian High Commission may require any person collecting an artwork to provide evidence of identity and, if not you, acceptable authority from you to collect the artwork.

Risk shall pass to you in respect of the relevant artwork on the fall of the hammer (in the case of the live auction) or at the conclusion of the silent auction (in the case of the silent auction) but title to any artwork acquired shall remain with the seller and shall not pass to you until you have made payment in full for it.

If payment has not been received by the ACAA for any artwork within 30 days of the event, that artwork shall be returned to the seller and you shall have no further right to it, but you shall remain liable to make payment of the amount bid for the artwork to the ACAA, as trustee for the nominated charities.

Any artworks not collected immediately upon conclusion of the event shall be held by the ACAA until collection, but the ACAA will not be liable to you for any loss of or damage to any artwork whether by negligence or any other act or omission. The risk of damage to or loss of any artwork will remain with you, and you should arrange appropriate insurance cover if required.

Neither the ACAA nor the Australian High Commission will be a bailee of any artwork held by it.

Proceeds of Sale

The ACAA will receive all proceeds of sale from the auctions (after any credit card or other bank charges) as trustee for the nominated charities, and will have no right or entitlement to retain any part of those proceeds, save for the recovery of any reasonable costs incurred in relation to the establishment of the ACAA, its website, and the conduct of the auctions, the viewing and the event, such costs not to exceed, in any event, 10% of the overall proceeds of sale. The ACAA has received a guarantee from a donor to cover any of its costs that may be in excess of that percentage.

A full accounting by the ACAA of all of its costs and expenses and the payments made to the nominated charities will be made available to any successful bidder upon a request made within 90 days after the event.

Data Protection

The ACAA will not retain any information about you after the event other than for the purposes of the collection of and accounting for payments made or to be made by you and will not seek or retain any personal or sensitive information about you or disclose any information to any third party without your consent.

If you supply credit card details to the ACAA for the purpose of payment, we will not retain or store those details, nor will we share any of your financial details with any third parties.