



Bulls in the City Auction
Buyers Terms & Conditions
16.10.25

The Bulls in the City Auction is managed by Birmingham Hospice registered charity number 1156964.

The Auctioneer is Auction House Birmingham and Black Country.

The Bulls in the City online auction is managed by Auction House Birmingham and Black Country with Birmingham Hospice.

Data Protection

By registering to bid at Bulls in the City Auction you are consenting to allow Wild in Art, Auction House Birmingham and Black Country and Birmingham Hospice (registered charity number 1156964), to contact you about the Bulls in the City auction and acknowledge that Wild in Art, Auction House Birmingham and Black Country and Birmingham Hospice will process your personal data in accordance with their Privacy Notices for the purposes of administering the Bulls in the City auction.

If you indicate that you may want to make a Telephone Bid or an Absentee Bid, you are also consenting that this information will be provided to Auction House Birmingham and Black Country for the purposes of administering the Bulls in the City Auction.

If you register for the online auction, you are also consenting that this information will be provided to the Essential Information Group (EIG) for the purposes of administering the Bulls in the City Auction.

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

1. Wild in Art <<https://www.wildinart.co.uk/privacy-policy> >
2. Birmingham Hospice <<https://www.birminghamhospice.org.uk/about-us/reports/privacy-policy/>>

3. Auction House Birmingham and Black Country
<https://www.auctionhouse.co.uk/birmingham/privacy-policy>
4. Essential Information Group (EIG) <
<https://www.eigpropertyauctions.co.uk/legal/privacy-policy>>

1. Introduction

This Buyer's Guide contains a brief overview of the Bulls in the City 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

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

Auction - A live sale by auction managed by Birmingham Hospice, Auction House Birmingham and Black Country and Wild in Art.

Bidder - Any person, properly registered and approved by Birmingham Hospice, Auction House Birmingham and Black Country and/or Wild in Art who may participate in the Auction to make or consider 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 - Birmingham Hospice, Auction House Birmingham and Black Country and Wild in Art guarantee that the items sold at the auction are the Bulls in the City sculptures created by artists, displayed at the Bulls in the City event and sold to raise money for Birmingham 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. Birmingham Hospice cannot guarantee that colours are properly shown in the Auction catalogue. All Lots are sold 'as is'.

4. Before the Auction

4.1. Bidder Registration

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

4.1.2 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 part of the sign-up process for the event before purchasing tickets. If a hard copy is required, please contact wildinart@birminghamhospice.org.uk.

4.1.3 Those who wish to bid in the Auction either by telephone or by using an absentee, proxy or with a written bid must also complete a Bidder Registration Form obtained from Auction House Birmingham and Black Country - birmingham@auctionhouse.co.uk

4.1.4 Those who wish to bid in the Auction online must create a Bulls in the City Auctions Account and register for the Bulls in the City auction at www.auctionhouse.co.uk/birmingham. The Online Auction Registration Form must be completed in full and the bidder may be asked to provide credit card information to comply with our due diligence checks.

4.1.5. To register as an in-person Bidder, the Bidder Registration Form must be completed in full (via www.bullsinthecity.co.uk/auction) and on the night the bidder must provide at least one form of ID which must include one government-issued photo identification. If this does not state your current address, proof of address will also be required.

4.1.6. If registering as an organisation, you must provide a certified copy or original certificate of incorporation, or, in the case of unregistered entities, other evidence satisfactory to Birmingham Hospice. If bidding online all identification should be submitted to Auction House Birmingham – contact Auction House Birmingham and Black Country on 0121 289 3838 for confirmation of what will be acceptable.

4.1.7. 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 (this could be in the form of a Purchase Order).

5. Pre-Auction Viewing

5.1. All the Lots can be previewed at the Farewell Weekend from 10th – 12th October at Millennium Point, B4 7XG.

6. Delivery or Collection of Artworks

6.1. Without any liability, Restore Harrow Green (trail logistics partner) can provide shipping estimates before the Auction; a Bidder requiring this information should email wildinart@birminghamhospice.org.uk including the Lot number and shipping address at least 3 working days before the start of the Auction.

6.2. If delivery is requested, invoices for the delivery of sculptures by Restore Harrow Green will be raised by Restore Harrow Green and emailed to the successful buyer following the Auction. Invoices for delivery must be paid before delivery takes place.

6.3 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. The Bidder is responsible for any associated import taxes and duties.

6.4 Birmingham Hospice will work with any parties who wish to export their sculptures. We will be able to suggest third-party independent freight agents who can advise Bidders on relevant export licensing regulations and may assist with export license applications. Neither Birmingham Hospice nor its freight agents can guarantee that any licenses, permits or consents will be granted, and the bidder will be responsible for any costs involved. Any Bidder who may require this assistance needs to email wildinart@birminghamhospice.org.uk at least 7 days before the Auction.

6.5. It is the Buyer's responsibility to ensure that any Lot purchased from Birmingham Hospice 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 Wild in Art , Birmingham Hospice and Auction House Birmingham and Black Country shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.

6.6. If the Buyer wishes to apply for an export license this does not affect or postpone the Buyer's obligation to make payment in accordance with Birmingham Hospice payment terms nor Birmingham Hospice's right to charge interest or storage charges on late collections.

7. At the Auction

7.1. Birmingham Hospice, Auction House Birmingham and Black Country and Wild in Art 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.

7.2. 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.

7.3. All bids must be made in English only.

7.4. The Auctioneer may accept bids from Bidders present in the sale room, via telephone, online or written bids delivered to Auction House Birmingham and Black Country before the Auction commences.

7.5. Telephone Bidders must provide a list of Lots on which they intend to bid at least 24 hours before the start of the Auction. Please email this to birmingham@auctionhouse.co.uk

7.6. Where a Bidder submits more than one written bid for the same Lot, they will be executed at the lowest possible price.

7.7. Online bids shall be made in accordance with and subject to the terms of the online auction platform.

7.8. 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, 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.

7.9. 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 Birmingham Hospice 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 Birmingham Hospice and only then will Birmingham Hospice regard that third party as the Buyer. In such circumstances,

the Bidder acting as agent confirms that he is authorised to bind the third party and that the Buyer has been made aware of and accepts these Conditions.

7.10. Auction House Birmingham and Black Country 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 by telephone or online. All such written bids must be made on Bidder Registration Form obtained from as part of the registration process.

7.11. If Birmingham Hospice via the Auctioneer 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 Birmingham Hospice.

7.12. Online bidding at Bulls in the City Auction is made available via Essential Information Group (EIG) Auction Passport (a third party software company) and online bidding is subject to their respective terms of use.

7.13. 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, Birmingham Hospice shall have no liability arising out of or related to any errors or omission in respect thereto.

7.14. 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 Wild in Art, Birmingham Hospice and Auction House Birmingham and Black Country 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 Wild in Art, Birmingham Hospice and Auction House Birmingham and Black Country websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art, Birmingham Hospice and Auction House Birmingham and Black Country publications of whatever nature. The participant releases Wild in Art, Birmingham Hospice and Auction House Birmingham and Black Country and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art, Birmingham Hospice and Auction House Birmingham and Black Country and any third parties involved in the making, creation or publication of the images or any marketing or other materials from all and any liability for claims made in respect of such publication. Publication of the images in whatever format confers no right of ownership on the individual or right to royalties or payment.

7.15. 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.

8. After the Auction

8.1. Successful bids

8.1.1. Birmingham Hospice will raise invoices for each successful Bid at the end of the Auction, and these will be presented to the successful Bidders on the night of the Auction. The invoice will show the Hammer Price to be to be paid, and identify the Lot purchased.

8.2. Payment

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

8.2.2. All individual buyers must pay all the sums in Pounds Sterling on the evening of the auction upon winning the Lot. If bidding on behalf of a company you must pay on the evening. You must provide ID, proof of address and a Purchase Order Number, unless agreed in advance with Birmingham Hospice that payment can be made by invoice. In this circumstance all funds must be 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) or banker's draft.

8.2.3. 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. American Express will not be accepted.

8.2.4. Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when Birmingham Hospice is completely satisfied that all monies owing have been paid in full.

8.2.5. The Buyer will not acquire title to the Lot until all amounts due to Birmingham Hospice from the Buyer have been received by Birmingham Hospice in cleared funds even in circumstances where Birmingham Hospice has released the Lot to the Buyer.

8.2.6. In the event of default by the Buyer, Birmingham Hospice may take one or more of the following actions:

- (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;
- (2) cancel the sale;

- (3) resell the Lot publicly or privately on such terms as Birmingham Hospice shall think fit;
- (4) take such other action as Birmingham Hospice deem necessary or appropriate. If Birmingham Hospice resells the Lot under condition 7.7.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to Birmingham Hospice 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.

9. Shipping and storage

9.1. The Buyer is responsible for organising delivery or collection of their purchase. Lots must be collected within 14 days of full payment being received. Collection must be no later than 3rd November, unless otherwise agreed in writing with Birmingham Hospice.

9.2 The purchaser will be responsible for paying the daily storage cost of £25+VAT per day should the Lot not be collected on or before 3rd November.

9.3 Restore Harrow Green can provide a quote for delivery/shipping, email wildinart@birminghamhospice.org.uk to request a quote.

9.4. A Buyer who wishes to collect their sculpture must contact Birmingham Hospice by email at wildinart@birminghamhospice.org.uk giving details of

- (1) The name of the individual or company collecting the artwork – and agree a form of identification
- (2) The proposed date and time of collection

9.5. Birmingham Hospice will then agree a date for the collection and send to the Buyer details of the collection address and time and any other pertinent information. All collections are at the Buyers' risk.

9.6. If you would like to purchase a concrete plinth there will be an additional charge. This must be agreed with Birmingham Hospice by emailing wildinart@birminghamhospice.org.uk prior to collection of the sculpture.

Plinth dimensions:

L – 1800mm

W – 1100mm

H – 220mm

Approx. unit weight - 922kg (concrete plinth only, not including sculpture)

Plinth cost - £200 + VAT

Plinth delivery to be priced by Restore Harrow Green directly

10. Terms of Guarantee of Authenticity

10.1. Birmingham Hospice guarantee that the sculptures sold at the auction are the Bulls in the City Sculptures created by artists for the purposes of raising money for Birmingham Hospice.

10.2. Except as expressly provided in these Conditions, Birmingham Hospice 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.

11. Intellectual property rights

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

12. Events outside our control

Birmingham Hospice 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 Birmingham Hospice'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. Birmingham Hospice'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.

13. Other important terms

13.1. 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.

13.2. The contract is between the Buyer and Birmingham Hospice and no other person shall have any rights to enforce any of its terms.

13.3. If Birmingham Hospice 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 Birmingham Hospice has waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.

13.4. 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.