Guide for Absentee and Telephone Bidders

If you are unable to attend an auction in person, you may give Sotheby’s Bid Department instructions to bid on your behalf by completing the form overleaf. This service is confidential and available at no additional charge.

General

Before the Auction We will try and purchase the lot(s) of your choice for the lowest price possible (dependent on the reserve price and other bids) and never for more than the maximum bid amount you indicate. Where appropriate, your bids will be rounded down to the nearest amount consistent with the auctioneer’s bidding increments.

Please place your bids as early as possible, as in the event of identical absentee bids the earliest received will take precedence. Bids should be submitted at least twenty-four hours before the auction.

If bidding by telephone, we suggest that you leave a minimum bid which we can execute on your behalf in the event we are unable to reach you.

Please refer to Condition 5 of the Conditions of Business printed in this catalogue.

After the Auction Successful bidders will receive an invoice detailing their purchases and giving instructions for payment and clearance of goods.

If you are bidding for items marked with a ‘W’ in the catalogue, we recommend you contact us on the afternoon of the sale to check whether we have been successful. These items will be sent to Sotheby’s Greenford Park Fine Art Storage Facility immediately following the sale and therefore buyers are requested to arrange early collection of their goods as they will be subject to handling and storage charges after 30 days.

Without Reserve Lots Where a lot is offered “without reserve” absentee bids will be executed at a minimum of 10% of the low estimate.

Completing This Form

This form should be used for one sale only. Please indicate the sale number, sale title and sale date in the space provided at the top of the form if it is not already pre-populated.

Please record accurately the lot numbers, descriptions and the maximum hammer price you are willing to pay for each lot. Instructions to “BUY” or unlimited bids will not be accepted.

Bids must be numbered in the same order as the lots appear in the catalogue.

Alternate bids for items can be made by placing the word “OR” between lot numbers. This means if your bid on an early lot is successful, we will not continue to bid on subsequent lots for you. Or, if your early bids are unsuccessful, we will continue to execute bids for the remaining lots listed on your absentee bidding form.

If you are arranging a telephone bid, please clearly specify the telephone number on which you can be reached at the time of the sale, including the country code. We will call you from the saleroom shortly before the relevant lot is offered.

New Clients

If you have opened a new account with Sotheby’s since 1 December 2002, and have not already provided appropriate identification, you will be asked to present documentation confirming your identity before your property or sale proceeds can be released to you. We may also contact you to request a bank reference.

Please provide government issued photographic identification such as a passport, identity card or driver’s licence and confirm your permanent address.

Conditions of Absentee & Telephone Bidding

Please note that the execution of absentee and telephone bids is offered as an additional service for no extra charge. Such bids are executed at the bidder’s risk and undertaken subject to Sotheby’s other commitments at the time of the auction. Sotheby’s therefore cannot accept liability for any reasonable error or failure to place such bids.

All bids are subject to the Conditions of Business applicable to the sale printed in the sale catalogue. Buyer’s premium in the amount stated in paragraph 2 of Buying at Auction in the back of the sale catalogue will be added to the hammer price as part of the total purchase price, plus any applicable taxes and charges.

Bids will be executed for the lowest price as is permitted by other bids or reserves.

Where appropriate your written bids will be rounded down to the nearest amount consistent with the auctioneer’s bidding increments.

Payment

In the event that you are successful, payment is due immediately after the sale unless otherwise agreed in advance. Payment may be made by bank transfer, debit and credit cards (up to £30,000 per sale, online or using Sotheby’s Mobile App), cheque or cash (up to US$10,000 equivalent). You will be sent full details on how to pay with your invoice.

Data Protection

From time to time, Sotheby’s may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g. credit information). If you provide Sotheby’s with information that is defined by law as “sensitive”, you agree that Sotheby’s Companies may use it: in connection with the management and operation of our business and the marketing and supply of Sotheby’s Companies’ services, or as required by law. Sotheby’s Companies will not use or process sensitive information for any other purpose without your express consent. If you would like further information on Sotheby’s policies on personal data, to opt out of receiving marketing material, or to make corrections to your information please contact us on +44 (0)20 7293 6667.

In order to fulfil the services clients have requested, Sotheby’s may disclose information to third parties (e.g. shippers). Some countries do not offer equivalent legal protection of personal information to that offered within the EU. It is Sotheby’s policy to require that any such third parties respect the privacy and confidentiality of our clients’ information and provide the same level of protection for clients’ information as provided within the EU, whether or not they are located in a country that offers equivalent legal protection of personal information. By signing this Absentee and Telephone Bidding Form you agree to such disclosure. Please note that for security purposes Sotheby’s premises are subject to video recording. Telephone calls e.g. telephone bidding/voicemail messages may also be recorded.
BUYING AT AUCTION

The following pages are designed to give you useful information on how to buy at auction. Sotheby’s staff as listed at the front of this catalogue will be happy to assist you. However, it is important that you read the following information carefully and note that Sotheby’s act for the seller. Bidders’ attention is specifically drawn to Conditions 3 and 4, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby’s and sellers. The limitations and exclusions relating to Sotheby’s are consistent with its role as auctioneer of large quantities of goods of a wide variety and bidders should pay particular attention to these Conditions.

Prospective bidders should also consult www.sothebys.com for the most up to date cataloguing of the property in this catalogue.

Buyer’s Premium A buyer’s premium will be added to the hammer price and is payable by the buyer as part of the total purchase price. The buyer’s premium is 25% of the hammer price up to and including £200,000; 20% on any amount in excess of £200,000 but not exceeding £3,000,000; and 12.9% on any remaining amount in excess of £3,000,000.

These rates are exclusive of any applicable VAT.

1. BEFORE THE AUCTION

Catalogue Subscriptions
If you would like to take out a catalogue subscription, please ring +44 (0)20 7293 5000.

Pre-sale Estimates
Pre-sale estimates are intended as a guide for prospective buyers. Any bid between the high and low pre-sale estimates would, in our opinion, offer a chance of success. However, lots can realise prices above or below the pre-sale estimates.

It is advisable to consult us nearer the time of sale as estimates can be subject to revision. The estimates printed in the auction catalogue do not include the buyer’s premium or VAT.

Pre-sale Estimates in US Dollars and Euros
Although the sale is conducted in pounds sterling, the pre-sale estimates in some catalogues are also printed in US dollars and/or euros. The rate of exchange is the rate at the time of production of this catalogue. Therefore, you should treat the estimates in US dollars or euros as a guide only.

Condition of Lots
Prospective buyers are encouraged to inspect the property at the pre-sale exhibitions. Solely as a convenience, Sotheby’s may also provide condition reports. The absence of reference to the condition of a lot in the catalogue description does not imply that the lot is free from faults or imperfections. Please refer to Condition 3 of the Conditions of Business for Buyers printed in this catalogue.

Electrical and Mechanical Goods
All electrical and mechanical goods are sold on the basis of their artistic and decorative value only, and should not be assumed to be operable. It is essential that prior to any intended use, the electrical system is checked and approved by a qualified electrician.

Provenance
In certain circumstances, Sotheby’s may print in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to avoid hindering a sale, or to protect the identity of prior owners.

2. DURING THE AUCTION

Conditions of Business
The auction is governed by the Conditions of Business and Authenticity Guarantee. These apply to all aspects of the relationship between Sotheby’s and actual and prospective bidders and buyers. Anyone considering bidding in the auction should read them carefully. They may be amended by way of notices posted in the saleroom or by way of announcement made by the auctioneer.

Bidding at Auction
Bids may be executed in person by paddle during the auction, in writing prior to the sale, by telephone or by BIDNow.

Auction speeds vary, but average between 50 and 120 lots per hour. The bidding steps are generally increments of approximately 10% of the previous bid. Please refer to Conditions 5 and 6 of the Conditions of Business for Buyers printed in this catalogue.

Bidding in Person
To bid in person, you will need to register for and collect a numbered paddle before the auction begins. Proof of identity will be required. If you have a Sotheby’s Client Card, it will facilitate the registration process.

Should you be the successful buyer of a lot, please ensure that your paddle can be seen by the auctioneer and that it is your number that is called out. Should there be any doubts as to price or buyer, please draw the auctioneer’s attention to it immediately.

All lots sold will be invoiced to the name and address in which the paddle has been registered and cannot be transferred to others’ names and addresses.

Please do not mislay your paddle; in the event of loss, inform the Sales Clerk immediately. At the end of the sale, please return your paddle to the registration desk.

Absentee, Telephone and Internet Bids
If you cannot attend the auction, we will be happy to execute written bids on your behalf or you can bid on the telephone for lots with a minimum low estimate of £3,000 or you can bid online using BIDNow. A bidding form and more information can be found at the back of this catalogue.

Online Bidding via BIDNow
If you cannot attend the auction, it may be possible to bid online via BIDNow for selected sales. This service is free and confidential.

For information about registering to bid via BIDNow, please refer to sothebys.com. Bidders using the BIDNow service are subject to the Additional Terms and Conditions for Live Online Bidding via BIDNow, which can be viewed at sothebys.com, as well as the Conditions of Business applicable to the sale.

Consecutive and Responsive Bidding
The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserves, by placing consecutive or responsive bids for a lot. Please refer to Condition 6 of the Conditions of Business for Buyers printed in this catalogue.

Interested Parties Announcement
In situations where a person who is allowed to bid on a lot has a direct or indirect interest in such lot, such as the beneficiary or executor of an estate selling the lot, a joint owner of the lot, or a party providing or participating in a guarantee of the lot, Sotheby’s will make an announcement in the saleroom that interested parties may bid on the lot. In certain instances, interested parties may have knowledge of the reserves.

Employee Bidding
Sotheby’s employees may bid only if the employee does not know the reserve and fully complies with Sotheby’s internal rules governing employee bidding.

US Economic Sanctions
The United States maintains economic and trade sanctions against targeted foreign countries, groups and organisations. There may be restrictions on the import into the United States of certain items originating in sanctioned countries, including Burma, Cuba, Iran, North Korea and Sudan. The purchaser’s inability to import any item into the US or any other country as a result of these or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. Please check with the specialist department if you are uncertain as to whether a lot is subject to these import restrictions, or any other restrictions on importation or exportation.

3. AFTER THE AUCTION

Payment
Payment is due immediately after the sale and may be made by Sterling Wire Transfer or Sterling Cheque. Payments by Sterling Cash and by Credit/Debit Cards are also accepted subject to certain restrictions and/or surcharges – please see below.

• It is against Sotheby’s general policy to accept single or multiple related payments in the form of cash or cash equivalents in excess of the local currency equivalent of US$10,000.

• It is Sotheby’s policy to request any new clients or buyers preferring to make a cash payment to provide: proof of identity (by providing some form of government issued identification containing a photograph, such as a passport, identity card or driver’s licence) and confirmation of permanent address. Thank you for your co-operation.

Cheques should be made payable to Sotheby’s. Although personal and company cheques drawn in pounds sterling on UK banks are accepted, you are advised that property will not be released until such cheques have cleared unless you have a pre-arranged Cheque Acceptance Facility. Forms to facilitate this are available from the Post Sale Services Department.

Bank transfers
Our bank account details are shown on our invoices. Please include your name, Sotheby’s account number and invoice number with your instructions to your bank. Please note that we reserve the right to request payments transferred from anyone other than the buyer of record and that clearance of such payments will be required. Please contact our Post Sale Services Department if you have any questions concerning clearance.

Card payment
Sotheby’s accepts payment by Visa, MasterCard, American Express and CUP credit and debit cards. Card payments may not exceed £30,000 per sale. All cards are accepted in person at Sotheby’s premises at the address noted in the catalogue. With the exception of CUP, card payments may also be made online at http://www.sothebys.com/en/invoice-payment.html or by calling Post Sale Services at +44 (0)20 7293 5220.

We reserve the right to seek identification of the source of funds received.

The Conditions of Business require buyers to pay immediately for their purchases. However, in limited circumstances and with the seller’s agreement, Sotheby’s may grant buyers it deems creditworthy the option of paying for their purchases on an extended payment term basis.

Generally credit terms must be arranged prior to the sale. In advance of determining whether to grant the extended payment terms, Sotheby’s may require credit references and proof of identity and residence.

Collection
It is Sotheby’s policy to request proof of identity on collection of a lot. Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby’s. If you are in doubt about the location of your purchases, please contact the Sale Administrator prior to arranging collection. Removal, storage and handling charges may be levied on uncollected lots. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

Storage
Storage and handling charges may apply. For information concerning post sale storage and charges, please see Sotheby’s Greenford Park, Storage and Collection Information at the back of this catalogue. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

All purchases remaining at our New Bond Street premises 90 days after the sale will be transferred to Sotheby’s Greenford Park Fine Art Storage (see Sotheby’s Greenford Park, Storage and Collection information). All such purchases will be subject to further storage and handling charges from this point.

Loss or Damage
Buyers are reminded that Sotheby’s accepts liability for loss or damage to lots for a maximum period of
of thirty (30) days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

Shipping Sotheby’s offers a comprehensive shipping service. Except if otherwise indicated in this Buying At Auction Guide, our Shipping Department can advise buyers on exporting and shipping property, and arranging delivery.

For assistance please contact:
Post Sale Services (Mon-Fri 9am to 5pm) Tel +44 (0)20 7293 5220 Fax +44 (0)20 7293 5910 Email: ukpostsaleservices@sothebys.com

We will send you a quotation for shipping your purchase(s). Transit risk insurance may also be included in your quotation. If the quotation is accepted, we will arrange the shipping for you and will despatch the property as soon as possible after receiving your written agreement to the terms of the quotation, financial release of the property and receipt of any export licence or certificates that may be required. Despatch will be arranged at the buyer’s expense. Sotheby’s may charge an administrative fee for arranging the despatch.

All shipments should be unpacked and checked on delivery and any discrepancies notified immediately to the party identified in your quotation and/or the accompanying documentation.

Export The export of any lot from the UK or import into any other country may be subject to one or more export or import licences being granted. It is the buyer’s responsibility to obtain any relevant export or import licence. The denial of any licence required or delay in obtaining such licence cannot justify the cancellation of the sale or any delay in making payment of the total amount due.

Sotheby’s, upon request and for an administrative fee, may apply for a licence to export your lot(s) outside the UK.

• An EU Licence is necessary to export cultural goods subject to the EU Regulation on the export of cultural property (EEC No. 2598/92, Official Journal No. L395 of 31/12/92) from the European Community.

• A UK Licence is necessary to move cultural goods valued at or above the relevant UK Licence limits from the UK.

For export outside the European Community, an EU Licence will be required for most items over 50 years of age with a value of over €41,018. The following is a selection of categories of items for which other value limits apply and for which an EU Licence may be required. It is not exhaustive and there are other restrictions.

EU Licence Thresholds Archaeological objects EU LICENCE THRESHOLD: £2,000 Elements of artistic, historic or religious monuments EU LICENCE THRESHOLD: ZERO Manuscripts, documents and archives (excluding printed matter) EU LICENCE THRESHOLD: ZERO Architectural, scientific and engineering drawings produced by hand EU LICENCE THRESHOLD: £12,305 Photographic positive or negative or any assemblage of such photographs EU LICENCE THRESHOLD: £12,305 Textiles (excluding carpets and tapestries) EU LICENCE THRESHOLD: £40,018 Paintings in oil or tempera EU LICENCE THRESHOLD: £23,055 Watercolours, gouaches and pastels EU LICENCE THRESHOLD: £24,611 Prints. Engravings, drawings and Mosaics EU LICENCE THRESHOLD: £12,305

There are separate thresholds for exporting within the European Community. A UK Licence will be required for most items over 50 years of age with a value of over £65,000. Some exceptions are listed below:-

UK Licence Thresholds Photographic positive or negative or any assemblage of such photographs EU LICENCE THRESHOLD: £10,000 Textiles (excluding carpets and tapestries) EU LICENCE THRESHOLD: £2,000 British Historical Portraits EU LICENCE THRESHOLD: £10,000

Sotheby’s recommends that you retain all import and export papers, including licences, in certain countries you may be required to produce them to governmental authorities.

Endangered Species Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, tortoiseshell, etc., irrespective of age or value, may require a licence or certificate prior to transportation and importation to any country outside the EU. Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. For example, it is illegal to import African elephant ivory into the United States and there are other restrictions on the importation of ivory into the US under certain regulations designed to protect wildlife conservation.

Sotheby’s suggests that buyers check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer’s responsibility to obtain any export or import licences and/or certificates as well as any other required documentation (please refer to Condition 10 of the Conditions of Business for Buyers printed in this catalogue). Please note that Sotheby’s is not able to assist buyers with the shipment of any lots containing ivory and/or other restricted materials into the US. A buyer’s inability to export or import these lots cannot justify a delay in payment or a sale’s cancellation.

EXPLANATION OF SYMBOLS

The following key explains the symbols you may see inside this catalogue.

Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price from one auction or a series of auctions. This guarantee may be provided by Sotheby’s or jointly by Sotheby’s and a third party. Sotheby’s and any third parties providing a guarantee jointly with Sotheby’s benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. If the Guaranteed Property symbol for a lot is not included in the printing of the auction catalogue, a pre-sale or pre-lot announcement will be made indicating that there is a guarantee on the lot. If every lot in a catalogue is guaranteed, the Important Notices in the sale catalogue will state this and this symbol will not be used for each lot.

Property in which Sotheby’s has an Ownership Interest

Lots with this symbol indicate that Sotheby’s owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

Irrevocable Bids

Lots with this symbol indicate that a party has provided Sotheby’s with an irrevocable bid on a lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid receiving a contingent fee, fixed fee or both. If the irrevocable bidder is the successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted against the irrevocable bidder’s obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall net be any of such fees. From time to time, Sotheby’s may enter into irrevocable bid agreements that cover multiple lots. In such instances, the compensation Sotheby’s will pay the irrevocable bidder is allocated to the lots for which the irrevocable bidder is not the successful purchaser. Under such circumstances, the total compensation to the irrevocable bidder will not exceed the total buyer’s premium and other amounts paid to Sotheby’s in respect of any lots for which the irrevocable bidder is not the successful bidder. If the irrevocable bid is not secured until after the beginning of the auction catalogue, Sotheby’s will notify bidders that there is an irrevocable bid on the lot by one or more of the following means: a pre-sale or pre-lot announcement, by written notice at the auction or by including an irrevocable bid symbol in the e-catalogue for the sale prior to the auction. From time to time, Sotheby’s or any affiliated company may provide the irrevocable bidder with financial relief related to the irrevocable bid. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby’s requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

Interested Parties

Lots with this symbol indicate that parties with a direct or indirect interest in the lot may have a bid on the lot, including (i) the beneficiary of an estate selling the lot, or (ii) the joint owner of a lot. If the interested party is the successful bidder, they will be required to pay the full Buyer’s Premium.

In certain instances, interested parties may have knowledge of the reserve. In the event the interested party’s possible participation in the sale is not known until after the printing of the auction catalogue, a pre-lot announcement will be made indicating that interested parties may be bidding on the lot.

No Reserve

Unless indicated by a box (□), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential hammer price established between Sotheby’s and the seller at the time at which a lot will not be sold. The reserve is generally set at a percentage of the low estimate and will not exceed the low estimate for the lot. If any lots in the catalogue are offered without a reserve, these lots are indicated by a box (○). If all lots in the catalogue are offered without a reserve, a Special Notice will be included to this effect and the box symbol will not be used for each lot.

Property Subject to the Artist’s Resale Right

Purchase of lots marked with this symbol (♀) will be subject to payment of the Artist’s Resale Right, at a percentage of the hammer price calculated as follows:

Portion of the hammer price (in €)

Roiaty Rate

From 0 to 50,000 4%
From 50,000.01 to 200,000 3%
From 200,000.01 to 350,000 2.5%
From 350,000.01 to 500,000 2%
Exceeding 500,000 0.25%

The Artist’s Resale Right payable will be the aggregate of the amounts payable under the above rate bands, subject to a maximum royalty payable of 12,500 euros for any single work each time it is sold. The maximum royalty payable of 12,500 euros applies to works sold for 2 million euros and above. Calculation of the artist’s resale right will be based on the pound sterling / Euro reference exchange rate quoted on the date of the sale by the European Central Bank.

Restricted Materials

Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of Buyers and the absence of the Symbol is not a warranty that there are no restrictions regarding import or export of the Lot. Bidders should refer to Condition 10 of the Conditions of Business for Buyers. Please also refer to the section on Endangered Species in the Buying at Auction Guide. As indicated in the Endangered Species section, Sotheby’s is not able to assist buyers with the shipment of any lots with this symbol into the US.

A buyer’s inability to export or import any lots with this symbol cannot justify a delay in payment or a sale’s cancellation.

[] Monumental

Lots with this symbol may, in our opinion, require special handling or shipping services due to size or other physical considerations. Buyers are advised to inspect the lot and to contact Sotheby’s prior to the sale to discuss any specific

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THE POHL-STROHER COLLECTION OF PORTRAIT MINIATURES
VAT AND OTHER TAX INFORMATION FOR BUYERS

The following paragraphs are intended to give general guidance to buyers on the VAT and certain other potential tax implications of purchasing property at Sotheby’s. The information concerns the most usual circumstances and is not intended to be complete. In all cases the relevant tax legislation takes precedence.

1. PROPERTY WITH NO VAT SYMBOL

Where there is no VAT symbol, Sotheby’s is able to use the Auctioneer’s Margin Scheme and VAT will not normally be charged on the hammer price.

Sotheby’s must bear VAT on the buyer’s premium and hence will charge an amount in lieu of VAT at the standard rate on this premium. This amount will form except for lots sold subject to Temporary Admission for which the applicable rate will be that in force at the time of collection. It should be noted that, for VAT purposes only, Sotheby’s is not usually treated as an agent and most property is sold as if it is the property of Sotheby’s.

In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending sale room notice).

2. PROPERTY WITH A § SYMBOL

Items which will be sold under the normal VAT rules and VAT will be charged at the standard rate on both the hammer price and buyer’s premium.

Please see ‘Exports from the European Union’ for the conditions to be fulfilled before the VAT charged on the hammer price may be cancelled or refunded.

(VAT-registered buyers from other EU countries may have the VAT cancelled or refunded if they provide Sotheby’s with the VAT registration number and evidence that the property has been removed from the UK within three months of the date of sale. Evidence of removal required is a certificate of shipment or, if the lots were carried by hand, proof of travel and completion of a form available from the Post Sale Service Group.

3. PROPERTY WITH A Ÿ SYMBOL

Items sold to buyers whose address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had no VAT symbol (see ‘Property with no VAT symbol’ above). However, if the property is to be exported from the EU, Sotheby’s will re-invoice the property under the normal VAT rules (see ‘Property sold with a § symbol’ above) as requested by the seller.

Items sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules (see ‘Property sold with a Ÿ symbol’ above). Although the hammer price will be subject to VAT this will be cancelled or refunded upon export - see ‘Exports from the European Union’. However, buyers who are not intending to export their property from the EU should notify our Client Accounts Department on the day of the sale and the property will be re-invoiced showing no VAT on the hammer price (see ‘Property sold with no VAT symbol’ above).

4. PROPERTY SOLD WITH A Ô OR Ô SYMBOL

These items have been imported from outside the EU to be sold at auction under Temporary Admission. When Sotheby’s releases such property to buyers in the UK, the buyer will become the importer and must pay Sotheby’s import VAT at the following rates on the hammer price:

- Ô - the reduced rate
- Ô - the standard rate

You should also note that the appropriate rate will be enforced on the date of collection of the property from Sotheby’s and not that in force at the date of the sale.

These lots will be invoiced under the margin scheme. Sotheby’s must bear VAT on the buyer’s premium and hence will charge an amount in lieu of VAT at the standard rate on this premium. This amount will form part of the buyer’s premium on our invoice and will not be separately identified.

(VAT-registered buyers from the EU should note that the import VAT charged on property released in the UK cannot be cancelled or refunded by Sotheby’s, however you may be able to seek repayment by applying to HM Revenue and Customs - see ‘VAT Refunds from HM Revenue and Customs’).

(VAT-registered buyers from the UK should note that the invoice issued by Sotheby’s for these items is not suitable evidence in respect of import VAT.)

On request, immediately after sale, the Temporary Admission Department can either ask HM Revenue and Customs to generate a C79 certificate (for UK buyers), or obtain a copy of the import CB8 (for other EU VAT-registered buyers), which may be used to claim recovery of the VAT. Otherwise Sotheby’s may re-invoice the lot as if it had been sold with a Ÿ symbol and charge VAT at the standard rate on both the hammer price and premium and provide a tax invoice to the buyer. This may enable a buyer who is VAT registered elsewhere in the EU to avoid payment of VAT in the United Kingdom. Re-invoicing in this way may make the lot ineligible to be re-sold using the margin scheme.

Sotheby’s will transfer all lots sold subject to Temporary Admission to its Customs warehouse immediately after sale.

5. EXPORTS FROM THE EUROPEAN UNION

The following amounts of VAT may be cancelled or refunded provided Sotheby’s receive the appropriate export documents within the time limits stated:

- Property with no VAT symbol (see paragraph 1)
- Property with a Ÿ symbol

The amount in lieu of VAT charged on Buyer’s Premium may be refunded provided the purchaser resides outside the United Kingdom and the property is exported from the EU within 3 months of the sale. Sotheby’s must be provided with the appropriate proof of export immediately after export of the goods.

Property with a Ÿ symbol

The VAT charged on the hammer price may be refunded provided the purchaser resides outside of the United Kingdom and the property is exported from the EU within 3 months of the sale. Sotheby’s must be provided with the appropriate proof of export immediately after export of the goods.

Property with a Ÿ or a Ô symbol

The Temporary Admission VAT charged on the hammer price may be refunded under the following circumstances:

- • Sotheby’s is instructed to ship the property to a place outside the EU
- • The property is hand carried from the UK directly outside the EU and Sotheby’s pre-lodge the export entry with HMRC
- • The VAT liability is transferred to your shipper’s own Temporary Admission or Customs Warehouse arrangement prior to collection from Sotheby’s

Under all other circumstances Sotheby’s is required to complete the importation and pay the VAT due to HM Revenue and Customs prior to the property leaving its premises and so a VAT refund will not be possible.

Proof of export required

- • For lots sold under the margin scheme (no VAT symbol) or the normal VAT rules (¶ symbol), Sotheby’s is provided with appropriate documentary proof of export from the EU. Buyers carrying their own property should obtain hand-carry papers from the Shipping Department to facilitate this process.
- • For lots sold under Temporary Admission (¶ or Ÿ symbols) and subsequently transferred to Sotheby’s Customs Warehouse (into Bond). The property must be shipped as described above in the paragraph headed Property with a ¶ or a Ÿ symbol.
- • Buyers carrying their own property must obtain hand-carry papers from the Shipping Department for which a small administrative charge will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Sotheby’s.
- • Sotheby’s is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to Temporary Admission and the property is exported from the EU and the requisite export papers provided to Sotheby’s within one month of collection of the property.
- • Sotheby’s is not able to cancel or refund any VAT charged on sales to UK or EU private residents unless the lot is subject to Temporary Admission and is shipped as described above.

Buyers intending to export, repair, restore or alter lots sold under Temporary Admission (¶ or Ÿ symbols) and therefore transferred to Customs Warehouse after sale should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Sotheby’s being unable to refund the VAT charged on deposit.

6. VAT REFUNDS FROM HM REVENUE AND CUSTOMS

Where VAT charged cannot be cancelled or refunded by Sotheby’s, it may be possible to seek repayment from HM Revenue and Customs. Repayments in this manner are limited to businesses located outside the UK.

Claim forms are available from:

- HM Revenue and Customs
- VAT Overseas Repayments Unit
- PO Box 34, Foyle House
- Duncreggan Road, Londonderry
- Northern Ireland, BT48 7AE
- Tel: +44 (0)2871 305050
- Fax: +44 (0)2871 305101
- enq.oru.ni@hmrc.gsi.gov.uk

7. SALES AND USE TAXES

Buyers should note that local sales or use taxes may become payable upon import of items following purchase (for example, use tax may be due when purchased items are imported into certain states in the US). Buyers should obtain their own advice in this regard.

In the event that Sotheby’s ships items for a purchaser in this sale to a destination within a US state in which Sotheby’s is
registered to collect sales tax. Sotheby’s is obliged to collect and remit the respective state’s sales / use tax in effect on the total purchase price (including hammer price, buyer’s premium, shipping costs and insurance) of such items, regardless of the country in which the purchaser resides or is a citizen. Where the purchaser has provided Sotheby’s with a valid Resale Exemption Certificate prior to the release of the property, sales / use tax will not be charged. Clerks who wish to provide resale or exemption documentation for their purchases should contact Post Sale Services.

Clients who wish to have their purchased lots shipped to the US by Sotheby’s are advised to contact the Post Sale Manager listed in the front of this catalogue before arranging shipping.

**CONDITIONS OF BUSINESS FOR BUYERS**

The nature of the relationship between Sotheby’s, Sellers and Bidders and the terms on which Sotheby’s (as auctioneer) and Sellers contract with Bidders are set out below.

Bidders’ attention is specifically drawn to Conditions 3 and 4 below, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby’s and Sellers. The limitations and exclusions relating to Sotheby’s are consistent with its role as auctioneer of large quantities of goods of a wide variety and Bidders should pay particular attention to these Conditions.

1. INTRODUCTION

(a) Sotheby’s and Sellers’ contractual relationship with prospective Buyers is governed by:

(i) these Conditions of Business;

(ii) the Conditions of Business for Sellers displayed in the sale catalogue and which are available upon request from Sotheby’s UK salerooms or by telephoning +44 (0)20 7293 6482;

(iii) Sotheby’s Authenticity Guarantee as printed in the sale catalogue;

(iv) any additional notices and terms printed in the sale catalogue, including the guide to Buying at Auction; and

(v) in respect of online bidding via the internet, the BidNOW Conditions on the Sotheby’s website, in each case as amended by any saleroom notice or auctioneer’s announcement at the auction.

(b) As auctioneer, Sotheby’s acts as agent for the Seller. A sale contract is made directly between the Seller and the Buyer. However, Sotheby’s may own a lot (and in such circumstances acts in a principal capacity as Seller) and/or may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

2. COMMON TERMS

In these Conditions of Business:

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

“Buyer” is the person who makes the highest bid or offer accepted by the auctioneer, and includes such person’s principal when bidding as agent;

“Buyer’s Expenses” are any costs or expenses due to Sotheby’s from the Buyer and any Artist’s Resale Right levy payable in respect of the sale of the Property, including an amount in respect of any applicable VAT thereon;

“Buyer’s Premium” is the commission payable by the Buyer on the Hammer Price at the rates set out in the guide to Buying at Auction plus any applicable VAT or an amount in lieu of VAT;

“Counterfeit” is as defined in Sotheby’s Authenticity Guarantee;

“Hammer Price” is the highest bid accepted by the auctioneer by the fall of the hammer. (in the case of wine, as apportioned pro-rata by reference to the number of separately identified items in that lot), or in the case of a post-auction sale, the agreed sale price;

“Purchase Price” is the Hammer Price and applicable Buyer’s Premium and VAT;

“Reserve” is the (confidential) minimum Hammer Price at which the Seller has agreed to sell a lot;

“Seller” is the person offering a lot for sale (including their agent (other than Sotheby’s), executors or personal representatives);

“Sotheby’s” means Sotheby’s, the unlimited company which has its registered office at 34-35 New Bond Street, London W1A 2AA;

“Sotheby’s Company” means both Sotheby’s in the USA and any of its subsidiaries (including Sotheby’s in London) and Sotheby’s Diamonds SA and its subsidiaries (in each case “subsidiary” having the meaning of Section 1159 of the Companies Act 2006);

“VAT” is Value Added Tax at the prevailing rate. Further information is contained in the guide to Buying at Auction.

3. DUTIES OF BIDDERS AND OF SOTHEBY’S IN RESPECT OF ITEMS FOR SALE

(a) Sotheby’s knowledge in relation to each lot is partially dependent on information provided to it by the Seller, and Sotheby’s is not able to and does not carry out exhaustive due diligence on each lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested.

(b) Each lot offered for sale at Sotheby’s is available for inspection by Bidders prior to the sale. Sotheby’s accepts all lots solely on the basis that Bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the Bidder’s own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.

(c) Bidders acknowledge that many lots are of an age and type which means that they are not in perfect condition. All lots are offered for sale in the condition they are in at the time of the auction (whether or not Bidders are in attendance at the auction). Condition reports may be available to assist when inspecting lots. Catalogue descriptions and condition reports may on occasions make reference to particular imperfections of a lot, but Bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. Illustrations are for identification purposes only and will not convey full information as to the actual condition of lots.

(d) Information provided to Bidders in respect of any lot, 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 genuinely held by Sotheby’s. Any estimate may not be relied on as constituting the seller’s price or value of the lot and may be revised from time to time in Sotheby’s absolute discretion.

(e) No representations or warranties are made by Sotheby’s or the Seller as to whether any lot is subject to copyright or whether the Buyer acquires copyright in any lot.

(f) Subject to the matters referred to at 3(a) to 3(e) above and to the specific exclusions contained at Condition 4 below, Sotheby’s shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with its role as auctioneer of lots in the sale to which these Conditions relate, and in the light of:

(i) the information provided to it by the Seller;

(ii) scholarship and technical knowledge; and

(iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

4. EXCLUSIONS AND LIMITATIONS OF LIABILITY TO BUYERS

(a) Sotheby’s shall refund the Purchase Price to the Buyer in circumstances where it deems that the lot is a Counterfeit and each of the conditions of the Authenticity Guarantee has been satisfied.

(b) In the light of the matters in Condition 3 above and subject to Conditions 4(a) and 4(e), neither any Sotheby’s Company nor the Seller is liable for any errors or omissions in information provided to Bidders by Sotheby’s (or any Sotheby’s Company), whether orally or in writing, whether negligent or otherwise, except as set out in Condition 3(f) above;

(c) unless Sotheby’s owns a lot offered for sale, it is not responsible for any breach of these conditions by the Seller.

(d) Without prejudice to Condition 4(b), any claim against Sotheby’s or the Seller by a Buyer is limited to the Purchase Price with regard to that lot. Neither Sotheby’s nor the Seller shall under any circumstances be liable for any consequential losses.

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

5. BIDDING AT AUCTION

(a) Sotheby’s has absolute discretion to refuse admission to the auction. Bidders must complete a Paddle Registration Form and supply such information and references as required by Sotheby’s. Bidders act as principal unless they have Sotheby’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) Sotheby’s advises Bidders to attend the auction but will seek to carry out absentee written bids where there are two or more bids at or near the hammer price and, in Sotheby’s opinion, clear and received sufficiently in advance of the sale of the lot, endeavouring to ensure that the first received of identical written bids has priority.

(c) Where available, written, telephone and online bids are offered as an additional service for no extra charge, at the Bidder’s risk and shall be undertaken with reasonable care subject to Sotheby’s other commitments at the time of the auction, Sotheby’s therefore cannot accept liability for failure to place such bids save where such failure is unreasonable. Telephone and online bids may be recorded. Online bids (“BidNOW”) are made subject to the BidNOW Conditions available on the Sotheby’s website or upon request. The BidNOW Conditions apply in relation to online bids, in addition to these Conditions of Business.

6. CONDUCT OF THE AUCTION

(a) Unless otherwise specified, all lots are offered subject to a Reserve, which shall be no higher than the low presale estimate at the time of the auction.

(b) 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.

(c) 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 Seller up to the Reserve on the lot, without indicating he is doing so and whether or not other bids are placed.

(d) Subject to Condition 6(b), the contract between the Buyer and the Seller is concluded on the striking of the auctioneer’s hammer, whereupon the Buyer becomes liable to pay the Purchase Price.

(e) Any post-auction sale of lots offered at auction shall incorporate these Conditions as if so included in the auction.

7. PAYMENT AND COLLECTION

(a) Unless otherwise agreed, payment of the Purchase Price for a lot and any Buyer’s Expenses are due by the Buyer in pounds sterling immediately on conclusion of the auction (the “Due Date”) notwithstanding any requirements for export, import or other permits for such lot.

(b) Title in a purchased lot will not pass until Sotheby’s has received the Purchase Price and Buyer’s Expenses for that lot in cleared funds. Sotheby’s is not obliged to release a lot to the Buyer until title in that lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the Buyer’s unconditional obligation to pay the Purchase Price and Buyer’s Expenses.

(c) The Buyer is obliged to arrange collection of purchased lots no later than thirty (30) calendar days after the date of the auction. Purchased lots are at the Buyer’s risk and subject to such risk until such time as the Buyer is in possession of the purchased lot. Any request to Sotheby’s for earlier release does not affect the passing of title or the Buyer’s unconditional obligation to pay the Purchase Price and Buyer’s Expenses.

(d) For all items stored by a third party, title in such lot will pass to the third party upon the due date.

(e) The Buyer is obliged to arrange collection of purchased lots no later than thirty (30) calendar days after the date of the auction. Purchased lots are at the Buyer’s risk and subject to such risk until such time as the Buyer is in possession of the purchased lot. Any request to Sotheby’s for earlier release does not affect the passing of title or the Buyer’s unconditional obligation to pay the Purchase Price and Buyer’s Expenses.

8. REMEDIES FOR NON-PAYMENT

Without prejudice to any rights the Seller may have, if the Buyer does not pay the purchase price for a lot within two years of the original auction, Sotheby’s may take such action as it deems necessary (including the Seller) to recover any damages suffered by Sotheby’s as a result of breach of contract by the Buyer.

9. FAILURE TO COLLECT PURCHASES

(a) The Buyer pays the Purchase Price and Buyer’s Expenses but fails to collect a purchased lot within thirty (30) calendar days of the auction, the lot will be stored at the Buyer’s expense (and risk) at Sotheby’s or with a third party.

(b) Subject to Condition 6(b), the contract between the Buyer and the Seller is concluded on the striking of the auction, the Buyer becomes liable to pay the Purchase Price and Buyer’s Expenses. Sotheby’s is not obliged to release a lot to the Buyer until title in that lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the Buyer’s unconditional obligation to pay the Purchase Price and Buyer’s Expenses.

(c) The Buyer is obliged to arrange collection of purchased lots no later than thirty (30) calendar days after the date of the auction. Purchased lots are at the Buyer’s risk and subject to such risk until such time as the Buyer is in possession of the purchased lot. Any request to Sotheby’s for earlier release does not affect the passing of title or the Buyer’s unconditional obligation to pay the Purchase Price and Buyer’s Expenses.

9. FAILURE TO COLLECT PURCHASES

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(a) If the Buyer pays the Purchase Price and Buyer’s Expenses but fails to collect a purchased lot within thirty (30) calendar days of the auction, the lot will be stored at the Buyer’s expense (and risk) at Sotheby’s or with a third party.

(b) If the purchased lot is paid for but not collected within six months of the auction, the Buyer authorises Sotheby’s, having given notice to the Buyer, to arrange a resale of the item by auction or private sale, with estimates and reserves at Sotheby’s discretion. The proceeds of such sale, less all costs incurred by Sotheby’s, will be forfeited unless collected by the Buyer within two years of the original auction.

10. EXPORT AND PERMITS

It is the Buyer’s sole responsibility to identify and obtain any necessary export, import, firearm, endangered species or other permit for the lot. Any symbols or notes in the sale catalogue reflect Sotheby’s reasonable opinion at the time of cataloguing and offer Bidders general guidance only. Without prejudice to Conditions 3 and 4 above, Sotheby’s and the Seller make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment.

11. GENERAL

(a) The Buyer is bound by all images and other materials produced for the auction and this is the copyright of Sotheby’s, for use at Sotheby’s discretion.

(b) Notices to Sotheby’s should be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to Sotheby’s clients shall be addressed to the law address formally notified by them to Sotheby’s.

(c) Should any provision of these Conditions of Business be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

(d) These Conditions of Business are not assignable by any Buyer without Sotheby’s prior written consent, but are binding on Buyers’ successors, assignees and representatives. No act, omission or delay by Sotheby’s shall be deemed a waiver or release of any of its rights.

(e) The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions of Business and shall not apply to any contract made pursuant to them.

(f) The materials listed in Condition 1(a) above set out the entire agreement and understanding between the parties with respect to the subject matter hereof. It is agreed that, save in respect of liability for fraudulent misrepresentation, no party has entered into any contract pursuant to these terms in reliance on any representation, warranty or undertaking which is not expressly referred to in such materials.

12. DATA PROTECTION

Sotheby’s will use information provided by its clients (or which Sotheby’s otherwise obtains relating to its clients) for the provision of auction and other art-related services, loan and insurance services, client administration, marketing and otherwise to manage and operate its business, as or as required by law. This will include information such as the client’s name and contact details, proof of identity, financial information, records of the client’s transactions, and preferences. Some gathering of information about Sotheby’s clients will take place using technical means to identify their preferences in order to provide a higher quality of service to them. Sotheby’s may also disclose the client information to other Sotheby’s Companies and/or third parties acting on behalf to provide services for the purposes listed above.

Sometimes, Sotheby’s may also disclose this information to carefully selected third parties for their own marketing purposes. If you do not wish your details to be used for this purpose, please email enquiries@sothebys.com.

If the client provides Sotheby’s with information that is defined by European data protection laws as “sensitive”, the client agrees that it may be used for the purposes set out above.

In the course of these disclosures, personal data collected in the European Economic Area may be disclosed to countries outside the European Economic Area. Although such countries may have legislation that protects a client’s personal information, Sotheby’s will take reasonable steps to keep such information secure and in accordance with European data protection principles. By agreeing to these Conditions of Business, the client is agreeing to such disclosure.

Please be aware that Sotheby’s may film auctions or other activities on Sotheby’s premises and that such recordings may be transmitted over the Internet via Sotheby’s website. Telephone bids may be recorded.

Under European data protection laws, a client may object, by request and free of charge, to the processing of their information for certain purposes, including direct marketing, and may access and rectify personal data relating to them and may obtain more information about Sotheby’s data protection policies by writing to Sotheby’s, 34 New Bond Street, London W1A 2AA, or 1334 York Avenue, New York, NY 10021, Attn: Compliance or emailing enquiries@sothebys.com.

13. LAW AND JURISDICTION

13. LAW AND JURISDICTION

Governing Law These Conditions of Business and all aspects of all matters, transactions or disputes to which they relate or apply (including any online bids in the sale to which these Conditions apply) shall be governed and interpreted in accordance with English law.

Jurisdiction For the benefit of Sotheby’s, all Bidders and Sellers 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. All parties agree that Sotheby’s shall retain the right to bring proceedings in any court other than the Courts of England.

Service of Process All Bidders and Sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service 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
ADDITIONAL TERMS AND CONDITIONS FOR LIVE ONLINE BIDDING VIA BIDNOW

The following terms and conditions (the “Online Terms”) provide important information related to live online bidding via BidNow, eBay, Invaluable, and any other Online Platforms through which bidding is made available (“Online Platforms”). These Online Terms are in addition to and subject to the same law and our standard Conditions of Business for Sellers, Conditions of Business for Buyers, the authenticity guarantee and any other terms that are applicable to the relevant sale (together “Conditions of Business”), and are not intended in any way to replace them. By participating in this sale via any Online Platform, you acknowledge that you are bound by the Conditions of Business applicable in the relevant sale and by these additional Conditions.

1. The procedure for placing bids via any Online Platform is a one-step process; as soon as the “Bid Now” button is clicked, a bid is submitted. By placing a bid via any Online Platform, you accept and agree that bids submitted in this way are final and that you will not under any circumstances be permitted to amend or retract your bid. If a successful bid is sent to Sotheby’s from your computer, phone, tablet, or any other device, you irrevocably agree to pay the full amount, including buyer’s premium and all applicable taxes and other applicable charges.

2. If you have the leading bid, it will be indicated on the screen with the statement “Bid with you” (on BidNow) or “You’re the highest bidder” (on eBay) or “Bid with you” (on Invaluable). If a bid is placed online simultaneously with a bid placed by a bidder in the room or on the telephone (“a floor bid”), the “floor” bid generally will take precedence; the auctioneer will have the final discretion to determine the successful bidder or to reopen bidding. The auctioneer’s decision is final.

3. The next highest increment is shown on the screen for your convenience. The auctioneer has discretion to vary bidding increments for bidders in the auction room and on the telephones, but bidders using Online Platforms may not be able to place a bid in an amount other than a whole bidding increment. All bidding for this sale will be in the domestic currency of the sale location, and online bidders will not be able to see the currency conversion board that may be displayed in the auction room.

4. The record of sale kept by Sotheby’s will be taken as absolute and final in all disputes. In the event of a discrepancy between any online records or messages provided to you and the record of sale kept by Sotheby’s, the record of sale will govern.

5. Online bidders are responsible for making themselves aware of all sale room notices and announcements. All sale room notices will be read by the auctioneer at the beginning, where appropriate, or during the sale prior to a relevant lot being offered for sale. Sotheby’s recommends that online bidders log on at least ten minutes before the scheduled start of the auction to ensure that they have heard all announcements made by the auctioneer at the beginning of the sale.

6. Sotheby’s reserves the right to refuse or revoke permission to bid via Online Platforms and to remove bidding privileges during a sale.

7. Purchase information shown in the “Account Activity” section of BidNow, the “Purchase History” section of the “My eBay” page on eBay, and the “Account Activity” section of the “My Invaluable” page is provided for your convenience only. Successful bidders will be notified and invoiced after the sale. In the event of any discrepancy between the online purchase information and the invoice sent to you by Sotheby’s following the respective sale, the invoice prevails.

Terms and conditions for payment and collection of property remain the same regardless of how the winning bid was submitted.

8. Sotheby’s offers online bidding as a convenience to our clients. Sotheby’s will not be responsible for any errors or failures to execute bids placed via Online Platforms, including, without limitation, errors or failures caused by (i) a loss of connection to the internet or to the BidNow, eBay, Invaluable or other Online Platform software; (ii) a breakdown or problem with the BidNow, eBay, Invaluable or other Online Platform software; or (iii) a breakdown or problem with a client’s internet connection, mobile network or computer. Sotheby’s is not responsible for any failure to execute an online bid or for any errors or omissions in connection therewith.

9. Live online bidding via all Online Platforms will be recorded.

10. In the event of any conflict between these Online Terms and Sotheby’s Conditions of Business and Terms of Guarantee, Sotheby’s Conditions of Business and Terms of Guarantee will control.

11. In the event of any conflict between these Online Terms and any term in any agreement between the User and eBay, these Online Terms will control for purposes of all Sotheby’s auctions.

12. In the event of any conflict between these Online Terms and any term in any agreement between the User and Invaluable, these Online Terms will control for purposes of all Sotheby’s auctions.

SOTHEBY’S GREENFORD PARK STORAGE AND COLLECTION INFORMATION

Smaller items can normally be collected from New Bond Street, however larger items may be sent to Sotheby’s Greenford Park Fine Art Storage Facility. If you are in doubt about the location of your purchases please contact the Sale Administrator (see front of catalogue) prior to collection.

COLLECTION FROM NEW BOND STREET

Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby’s, together with settlement of any removal, interest, handling and storage charges thereon, appropriate identification has been provided and a release note has been produced by our Post Sale Service Group at New Bond Street, who are open Monday to Friday 9:00am to 5:00pm.

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the rates set out below. In addition all purchased lots that have not been collected from our New Bond Street premises within 90 days of the auction will be transferred to Sotheby’s Greenford Park Fine Art Storage Facility.

Collect your property from:
Sotheby’s Property Collection Opening hours:
Monday to Friday 9:00am to 5:00pm London, W1A 2AA
Tel. +44 (0)20 7293 5358
Fax. +44 (0)20 7293 5933

COLLECTION FROM SOTHEBY’S GREENFORD PARK FINE ART STORAGE FACILITY

Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby’s, together with settlement of any removal, interest, handling and storage charges thereon, appropriate identification has been provided and a release note has been produced by our Post Sale Service Group at New Bond Street, who are open Monday to Friday 9:00am to 5:00pm.

Purchasers must ensure that their payment has been cleared prior to collection and that a release note has been forwarded to Sotheby’s Greenford Park by our Post Sale Service Group at Sotheby’s New Bond Street. Buyers who have established credit arrangements with Sotheby’s may collect purchases prior to payment, although a release note is still required from our Post Sale Service Group as above.

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the rates set out below.

Collect your property from:
Sotheby’s Greenford Park Fine Art Storage Facility Opening hours:
Monday to Friday 8.30am to 4.30pm Sotheby’s Greenford Park, 13 Ockham Drive, Greenford, Middlesex, UB6 0GF
Tel. +44 (0)20 7293 5600
Fax. +44 (0)20 7293 5625

GUIDE TO SOTHEBY’S GREENFORD PARK FINE ART STORAGE FACILITY

From Bond Street head towards Regents Park, take the A40 Marylebone Road to Western Avenue. Take the exit off the A40 signposted Greenford A4127. At the roundabout take the third exit signposted Harrow and Sudbury, A4127 onto Greenford Road. Go under the railway bridge and at the traffic lights turn first left into Rockware Avenue. At the T Junction turn right onto Oldfield Lane North and then left into Ockham Drive. Stop at the security barrier and say you are visiting Sotheby’s. Our cleared, travel 300 yards down the road and Unit 13 is situated on the left hand side.

STORAGE CHARGES

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the following rates:
small items (such as jewellery, watches, books or ceramics): handling fee of £20 per lot plus storage charges of £2 per lot per day.

medium items (such as most paintings or small items of furniture): handling fee of £30 per lot plus storage charges of £4 per lot per day.

large items (items that cannot be lifted or moved by one person alone): handling fee of £40 per lot plus storage charges of £8 per lot per day.

oversized items (such as monumental sculptures): handling fee of £80 per lot plus storage charges of £10 per lot per day.

A lot’s size will be determined by Sotheby’s on a case by case basis (typical examples given above are for illustration purposes only).

All charges are subject to VAT, where applicable. All charges are payable to Sotheby’s at our Post Sale Service Group in New Bond Street.

Storage charges will cease for purchased lots which are shipped through Sotheby’s Shipping Logistics from the date on which we have received a signed quote acceptance from you.

LIABILITY FOR LOSS OR DAMAGE

Buyers are reminded that Sotheby’s accepts liability for loss or damage to lots for a maximum period of thirty (30) calendar days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers.
SOTHEBY’S AUTHENTICITY GUARANTEE

If Sotheby’s sells an item which subsequently is shown to be a “counterfeit”, subject to the terms below, Sotheby’s will set aside the sale and refund to the Buyer the total amount paid by the Buyer to Sotheby’s for the item, in the currency of the original sale.

For these purposes, “counterfeit” means a lot that in Sotheby’s reasonable opinion is an imitation created to deceive as to authorship, origin, date, period, culture or source, where the correct description of such matters is not reflected by the description in the catalogue (taking into account any Glossary of Terms). No lot shall be considered a counterfeit by reason only of any damage and/or restoration and/or modification work of any kind (including repainting or over-painting).

Please note that this Guarantee does not apply if either:-
(i) The catalogue description was in accordance with the generally accepted opinion(s) of scholar(s) and expert(s) at the date of the sale, or the catalogue description indicated that there was a conflict of such opinions; or
(ii) the only method of establishing at the date of the sale that the item was a counterfeit would have been by means of processes not then generally available or accepted, unreasonably expensive or impractical to use; or likely to have caused damage to the lot or likely (in Sotheby’s reasonable opinion) to have caused loss of value to the lot; or
(iii) there has been no material loss in value of the lot from its value had it been in accordance with its description.

This Guarantee is provided for a period of five (5) years after the date of the relevant auction, is solely for the benefit of the Buyer and may not be transferred to any third party. To be able to claim under this Guarantee, the Buyer must:-
(i) notify Sotheby’s in writing within three (3) months of receiving any information that causes the Buyer to question the authenticity or attribution of the item, specifying the lot number, date of the auction at which it was purchased and the reasons why it is thought to be counterfeit; and
(ii) return the item to Sotheby’s in the same condition as at the date of sale to the Buyer and be able to transfer good title in the item, free from any third party claims arising after the date of the sale.

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€1 = £1.11

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The following are examples of the terminology used in this catalogue. Any statement as to authorship, attribution, origin, date, provenance and condition is a statement of opinion and is not to be taken as a statement of fact.

Please read carefully the terms of the Authenticity Guarantee and the Conditions of Business for Buyers set out in this catalogue, in particular Conditions 3 and 4.

1 GIOVANNI BELLINI

In our opinion a work by the artist. (When the artist’s forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named)

2 ATTRIBUTED TO GIOVANNI BELLINI

In our opinion a work by an as yet unidentified but distinct hand, closely associated with the named artist but not necessarily his pupil.

5 MANNER OF GIOVANNI BELLINI

In our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

3 STUDIO OF GIOVANNI BELLINI

In our opinion a work by an unknown hand in the studio of the artist which may or may not have been executed under the artist’s direction.

4 CIRCLE OF GIOVANNI BELLINI

In our opinion a work by an as yet unidentified but distinct hand, closely associated with the named artist but not necessarily his pupil.

Felipe Garcia
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Patti Walker
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Catalogue Designer

Terence Sullivan
Steve Curley
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