



BERRY BROS & RUDD

3, ST. JAMES'S STREET, LONDON

WINE & SPIRIT MERCHANTS

Auction Terms and Conditions for Buyers

1. These Terms

These Auction Terms and Conditions for Buyers ("**Terms**") apply to all bidding via Auction Sales hosted by BB&R Limited ("**BB&R**", "**we**", "**us**", "**our**") of 3 St James's Street, London, SW1A 1EG . If you are an agent acting on behalf of a principal, "**you**" and "**your**" refer to both principal and agent.

By providing your details to us and registering on our Auction Platform to participate in an Auction Sale you agree to be bound by these Terms.

These Terms include: the Authenticity Guarantee and any other additional conditions that are expressly provided as part of a sale.

Your relationship with us and Sellers in relation to the Lots offered in an Auction Sale is governed by these Terms and any express assurances given by the Seller. Occasionally, Lots are offered, which are, or have in the course of the sale process become, the property of BB&R. In those circumstances, BB&R will act in the capacity of the Seller, rather than in its capacity as an agent for the Seller.

2. Definitions and interpretation

- 2.1 In the event of any conflict between these Terms and any terms referred to in any sales catalogue or other promotional materials, these Terms will take precedence.

- 2.2 In these Terms, the following definitions apply:

"**Auction Platform**" means the auction platform located at the following web address: www.auctions.bbr.com.

"**Auction Sales**" means a timed auction sale hosted by BB&R on the Auction Platform or a live auction sale;

"**Authenticity Guarantee**" means the guarantee we provide as principal to the Buyer in relation to a purchased Lot, as set out in clause 17.

"**Bidder**" means a natural or legal person that is attempting to purchase a Lot at an Auction Sale by placing a bid (or bids) on such Lot;

"**Buyer**" means the buyer which makes the highest bid accepted by BB&R (or in a live auction, the auctioneer) at an Auction Sale, and/or such buyer's principal where bidding as agent;

"**Buyer's Expenses**: means any costs or expenses, plus any applicable VAT and any other applicable taxes, due to BB&R from the Buyer in respect of the



purchase of a Lot, including but not limited to onward delivery and ongoing storage, details of which can be found on the Website;

"Buyer's Premium" means the percentage of commission payable by the Buyer to BB&R on the Hammer Price at the rates set out in the information for the relevant Auction Sale, which will be displayed on the Auction Platform;

"Consumer" is a person who, in entering into these Terms, is acting for purposes that are wholly or mainly outside of their trade, business, craft or profession;

"Counterfeit" means a Lot that is an imitation produced to mislead a person as to the true authenticity of the Lot, and is found by BB&R, acting reasonably, to not be as described in the Auction Sale (including in respect of the producer and age of the Lot);

"Hammer Price" means in respect of each Lot, the highest bid accepted by BB&R (or in a live auction, the auctioneer) at the Auction Sale, or in the case of a post-auction sale, the agreed sale price;

"Lot" means an item or group of items of property offered for sale in an Auction Sale as one unit;

"Purchase Price" means in respect of each Lot, the Hammer Price, the Buyer's Premium, any VAT and any other applicable taxes;

"Reserve" means the minimum Hammer Price at which the Seller has agreed in writing to sell a Lot;

"Seller" means (as appropriate) the owner (who may, on occasion, be BB&R), their agent, executors or personal representatives, or the person in possession of the Lot consigned to BB&R. Multiple owners, agents or persons in possession shall jointly and severally assume all obligations, liabilities, assurances and promises as set forth in these Terms;

"VAT" any applicable Value Added Tax or goods and services tax, or an amount in lieu of Value Added Tax or goods and services tax, as the case may be, at the prevailing rate.

"Website" means the website located at the following web address: www.bbr.com.

3. **Eligibility and registration**

3.1 The Auction Sale will be hosted on the Auction Platform and, in the case of a live auction, in person at a location specified by BB&R. Before you can bid via the Auction Platform you must register and create an account. The registration page can be accessed on the Website by clicking here www.bbr.com/auctions.

3.2 You must register using true and accurate information about yourself. We reserve the right to verify your identity and may suspend or close your account in the event that:

(a) we suspect any of your details are false, inaccurate or incomplete;



- (b) your details mean that you are no longer eligible to participate in the Auction Sale (we reserve the right to change our eligibility requirements at any time); and
 - (c) we suspect or discover that you hold more than one account for the Auction Sale, which is not permitted.
- 3.3 Once you have registered you should keep your account details strictly confidential, and you must not permit any third party to use or access your account.
- 3.4 If you are a Concerned Party (as defined below), you may not bid on the Lot, allow any other person to do so for you, or have any agreement with a bidder in connection with the Lot, unless you receive written approval from us prior to bidding (which may be granted in our sole discretion). A **"Concerned Party"** means any party:
 - (a) with a financial interest in the Lot, whether directly or indirectly; and/or
 - (b) who has carried out any work in relation to the sale of the Lot.

If you are a Concerned Party and you would like to bid on a Lot, you must notify us at least 5 business days prior to the Auction Sale. You may not bid unless you receive written approval from us to do so.
- 4. **Lots**
- 4.1 The Lots offered for sale in Auction Sales consist of fine wines and rare spirits and are offered in the condition they are in at the time of sale.
- 4.2 Property is sold to the Buyer at the Buyer's own risk and you acknowledge that all Lots are offered for sale "as is", which means without any assurances, express, implied or statutory, except for any express assurances given by the Seller and under the Authenticity Guarantee. Without limiting the foregoing, although we make reasonable efforts to update and verify the information on our Auction Platform, our sales catalogue and any other promotional materials, BB&R and the Seller provide no assurances, whether express or implied as to the accuracy or correctness of the descriptions and/or the images of the Lots on our Auction Platform, in our sales catalogue, or in any other marketing or promotional material as to the condition, rarity, value, age, origin and/or quality of any Lot and no statement, whether oral or written, will be deemed to be an assurance or indication of our, or the Seller's, liability.
- 4.3 You acknowledge that Lots may include multiple items (for example, one Lot may include multiple bottles or cases of wine or spirits) and the Lots are of an age such that they may not (in whole or part) be in faultless condition. You accept that it is not possible to test the condition of the Lots, as to do so would require each Lot to be opened.
- 4.4 The descriptions of the Lots contained on our Auction Platform (including any sales information) and in any condition report may not contain details of all faults related to the Lots and we do not provide any assurances that they are correct. You acknowledge that attribution of items is a matter of opinion and not of fact and is dependent upon (amongst other things) information provided by the Seller, the degree of research, the condition of the property, examination or testing that we are able to carry out in the circumstances (which may not be possible), and the generally accepted expert opinion at the time of preparation for sale.
- 4.5 You are responsible for carrying out your own research on Lots that you intend to bid on. You are solely responsible for determining whether the Lot is in a



suitable condition before you submit a bid. The sales information displayed on our Auction Platform, any marketing and/or promotional material and any conditions reports are provided as guidance only to assist with your own research.

- 4.6 Lots are available for viewing in person at BB&R's Andover warehouse by prior appointment. Prospective Buyers are advised to appropriately inspect the property before the Auction Sale, including the cases, labels, corks and levels, and must satisfy themselves by inspection, either online or in person, as to all considerations pertinent to any decision to place any bid.
- 4.7 Each Lot will have a Reserve, unless stated otherwise. The Reserve for a Lot can't be more than the Lot's low estimate. We may reduce the Reserve before or during an Auction Sale, provided the Seller has agreed to the change.
- 4.8 Each Lot will have a low and high pre-sale estimate based on benchmarking of prices against the market ahead of the Auction Sale taking place. Any such estimates should not be relied upon as a prediction of the value or the selling price of the Lot and, although we may revise our estimates (subject to the Seller's agreement), we will not be responsible for any fluctuations in pricing that may occur.

5. **Bidding at an Auction Sale**

- 5.1 Once you have successfully registered to participate in the Auction Sale you will be eligible to bid online at the Auction Sale, provided you have passed any identity, financial verification checks and/or have provided any additional information requested by us.
- 5.2 During an Auction Sale, a bid can be submitted online by:
 - (a) entering the opening or next bid; or
 - (b) entering the maximum bid you are willing to pay.
- 5.3 To simplify the bidding process, BB&R uses predetermined bidding increments. If any bid is entered that does not match a bidding increment, a message will be displayed to alert you that the entered bid will be rounded down to the nearest bid increment and to confirm the value of such increment that the actual bid has been placed. If a maximum bid is submitted, bids will be placed on your behalf only to the extent required to ensure that you remain the highest bidder (up to your maximum bid). In cases when two equivalent maximum bids are submitted, the bid placed first will hold.
- 5.4 All bids submitted online are immediately executed. You cannot cancel a bid once it has been submitted.
- 5.5 You must ensure that you have readily available funds to pay the Purchase Price and any other charges in full before making a bid for the Lot. We reserve the right to complete financial verification checks at any time on you (where you are a company, this may include your officers, shareholders and directors), including to verify the source of any funds you intend to use to pay for a Lot.
- 5.6 Where you intend to bid in an Auction Sale, you are responsible for making yourself aware of any notices and announcements in respect of the Auction Sale, which will be displayed on our Auction Platform.
- 5.7 Each Auction Sale is conducted, and all bids must be made, in Pound Sterling. You are advised to conduct your own research into the applicable exchange rates prior to placing a bid.



- 5.8 Please note that we reserve the right to reject a registration to bid online, withdraw our permission for you to participate in the Auction Sale, or terminate your account, at any time, where you are in breach of these Terms. This includes the right to reject any bid during the course of an auction.

6. **Conduct of Auction Sales**

- 6.1 You accept that BB&R has the authority at any time to refuse or accept any bid, withdraw any Lot, re-offer a Lot for sale, and take such other action as they reasonably think is fit in the conduct of an Auction Sale.
- 6.2 If a Lot does not sell at an Auction Sale (including where bidding does not meet the Reserve), the Lot may be sold privately post-auction and these Terms will apply to any such post-auction sale.
- 6.3 You accept that in the event of error or dispute with respect to bidding, at any time, we will have absolute authority to determine the outcome and take such action as we reasonably deem appropriate, which may include, without limitation, refusing a bid, withdrawing a Lot, determining who the Buyer is, continuing or re-opening the bidding, cancelling the sale, or re-offering and re-selling a Lot. We will notify the Buyer of our decision in relation to a dispute as soon as reasonably practicable.
- 6.4 Except where circumstances arise under clause 6.1, the Buyer will be the highest Bidder accepted for a Lot before the close time of the Auction Sale.
- 6.5 At the close time of the Auction Sale (or following the completion of a post-auction sale), the sale contract for the Lot will be automatically completed between the Buyer and the Seller, meaning the Buyer will become liable to pay the Purchase Price and any applicable Buyer's Expenses and must comply with the obligations placed on the Buyer as set out in these Terms.

7. **Buyer's assurances**

- 7.1 You promise to BB&R and to the Seller that at all relevant times:
- (a) you have sufficient funds to make your bids at the Auction Sale;
 - (b) your bids are made genuinely on your behalf (or if you are an agent, on your principal's behalf);
 - (c) your actions and/or arrangements in connection with the Auction Sale and your performance of your obligations under these Terms do not breach any applicable laws;
 - (d) you comply with all applicable laws in respect of the purchase, receipt, possession and transportation (if applicable) of alcoholic beverages;
 - (e) you are not, nor are you owned, controlled or acting on behalf of, an entity or individual that is directly or indirectly involved in the transaction, subject to trade sanctions, embargoes or any other restriction on trade in the jurisdiction in which you do business (if you are a business) as well as under the laws of the European Union, England and Wales or the United States of America, and you are not owned (nor partly owned) or controlled by such sanctioned person(s) (collectively, "**Sanctioned Person(s)**");
 - (f) the Purchase Price will not be funded by, nor does it have any link to, nor is it derived from, any criminal activity, including without limitation tax evasion, money laundering, terrorist activities or other criminal activity;
 - (g) you are currently in compliance with and have not been charged with or convicted of, without limitation, tax evasion, money laundering, terrorist



activities or other criminal activity, and you are not under investigation in relation to any of the foregoing; and

- (h) you have full legal authority without any further action or other party's consent to enter into and perform under these Terms and to give these assurances.

7.2 Where you are acting as agent (for the purposes of this clause 7.2, the "**Agent**") for another party (the "**Principal**") the Agent promises in its own capacity (in addition to the assurances set out in clause 7.1 above) that:

- (a) the arrangements between the Agent and the Principal do not, in whole or in part, facilitate financial crime, including, without limitation, tax evasion or money laundering;
- (a) it has conducted appropriate customer due diligence on the Principal in accordance with all applicable anti-money laundering, anti-terrorism and sanctions laws and regulations and does not know, and has no reason to suspect, that the Principal and its source of funds for the Purchase Price is connected with or has any link to a Sanctioned Person, or the proceeds of any criminal activity, including without limitation tax evasion, money laundering, terrorist activities or other criminal activity or that the Principal is under investigation, or has been charged with or convicted of, without limitation, tax evasion, money laundering, terrorist activities or other criminal activity; and
- (b) it will disclose to BB&R the identity of the Agent's Principal and the Agent consents to BB&R relying on the Agent's due diligence on the Principal, including screening of source of funds, and the Agent will retain for a period of not less than 5 years the documentation evidencing the due diligence. The Agent will make such documentation promptly available for immediate inspection by an independent third-party auditor upon BB&R's written request to do so.

8. **Export and import of Lots**

8.1 The Buyer acknowledges the alcoholic beverages sold at an Auction Sale may be subject to laws governing export from the jurisdiction where the Auction Sale is held and import restrictions of other foreign countries to which the Buyer may wish to import a Lot into (including limitations on the quantity of alcoholic beverage products which may be purchased and brought into a jurisdiction by a purchaser from another jurisdiction). It is the Buyer's sole responsibility to obtain any licence, permit and/or to comply with any other export or import requirements. A delay in obtaining the relevant licences or other requirements will neither justify the rescission of any sale nor excuse delay in providing full payment for the Lot.

8.2 Local laws may prohibit the importation of alcoholic beverages (including certain quantities of such alcoholic beverages) and/or may prohibit the resale of such property in the country of importation; no such restriction will justify the rescission of any sale or delay in providing payment in full for the Lot. All prospective Buyers are strongly advised to investigate the possibility of any limitations on importation and to determine the manner in which alcoholic beverages will be brought into the jurisdiction so as to comply with all local requirements.



9. Compensation

9.1 You agree to fully compensate BB&R and the Seller in full, on a pound for pound basis, with respect to all losses and expenses resulting from your breach of these Terms.

10. Breach of these Terms

10.1 Where BB&R reasonably believes that there is or may be a breach of any of the Buyer's assurances, BB&R is entitled, in its sole discretion, to withdraw your bid or cancel the sale of a Lot.

11. Limitations of liability

All Buyers:

11.1 You are personally liable to pay for your bid. If you are an agent acting on behalf of a principal, you and your principal are both bound by these Terms and jointly and severally take on your obligations and liabilities under the Terms.

11.2 We reserve the right to withdraw any Lot before the conclusion of the sale and exclude all liability to you in the event of such withdrawal.

11.3 Nothing in these Terms limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

11.4 Where we are acting as agent for the Seller, we are not responsible for any breach of these Terms.

Business buyers:

11.5 Except in circumstances where BB&R's and the Seller's liability cannot be legally limited and without affecting the remaining provisions in this clause 11:

- (a) BB&R's and the Seller's total liability to you under these Terms for any claim relating to a Lot will not be greater than the replacement value of the Lot;
- (b) BB&R and the Seller exclude all implied warranties, including terms implied under the Sale of Goods Act 1979, or any similar terms as to fitness for a particular purpose or merchantability, to the extent they can be excluded under applicable law;
- (c) the Seller of any Lot is not liable to you for any acts or omissions in connection with any matter relating to the sale of such Lot, other than the express assurances given by it in relation to the sale; and
- (d) BB&R is not liable to you for any acts or omissions in connection with the conduct of the Auction Sale or for any matter relating to the sale of any Lot, other than as set out in the Authenticity Guarantee, or as may be required by applicable law.

11.6 Except in circumstances where BB&R's and the Seller's liability cannot be legally limited, BB&R and the Seller will not be liable to you for any:

- (a) loss of profit;
- (b) loss of use;
- (c) loss of goodwill;
- (d) loss of business;



- (e) loss of business opportunity;
- (f) loss of anticipated saving;
- (g) loss or corruption of data or information; or
- (h) special, indirect or consequential damage,

suffered by you that arises under or in connection with these Terms.

Consumer buyers:

11.7 If you are a Consumer, BB&R's and the Seller's (where the Seller is a business) liability will be limited in accordance with this clause 11.7. Neither BB&R or the Seller will be responsible for any loss suffered by you that is:

- (a) **Unexpected.** It was not obvious that it would happen and nothing you said to us before you entered into these Terms meant we should have expected it (so, in the law, the loss was unforeseeable).
- (b) **Caused by a delaying event outside our control.** Please see clause 21 in respect of matters outside of our control.
- (c) **Avoidable.** Something you could have avoided by taking reasonable action.
- (d) **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described above, in clauses 11.5 and 11.6.

12. Our Website, Auction Platform and sales catalogue

12.1 Access to and use of the Auction Platform to participate in the Auction Sale is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections.

12.2 The content displayed on the Website, Auction Platform (including any sales information), and/or in any marketing and promotional materials (including on our social media pages) may contain inaccuracies and typographical errors and we do not provide any assurances as to the accuracy or completeness of the content or that any defects will be corrected. Any reliance on any such content, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Auction Platform (including any sales information) and/or any marketing and promotional materials and to make any changes to the features, functionality or content of the Auction Platform at any time.

12.3 We accept no liability for any failure or delay in executing bids or any errors contained in bids placed on our Auction Platform.

12.4 We do not guarantee that our Auction Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Auction Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

12.5 We do not guarantee that our Website or Auction Platform will be secure or free from bugs or viruses.

12.6 You are responsible for configuring your information technology, computer programs and platform to access our Auction Platform. You should use your own virus protection software.



13. Payment

- 13.1 The Buyer will be invoiced after the Auction Sale and will be required to pay the Purchase Price and any Buyer's Expenses in cleared funds within 5 days of the Auction Sale.
- 13.2 Payment must be made from a bank account in the Buyer's name (if you are a company, then it must be made from the company's bank account), unless agreed in advance with BB&R. We will not accept payment from a source other than the Buyer, nor any partial payment of the Purchase Price, unless agreed in advance with BB&R.
- 13.3 Payment must be made in Pound Sterling or such other currency, subject to BB&R's agreement. If we agree payment in a currency other than Pound Sterling, BB&R will convert the Purchase Price into such currency based on the exchange rate supplied by a financial entity chosen by BB&R.
- 13.4 Ownership of the Lot will not pass to the Buyer until we have received the full Purchase Price and any Buyer's Expenses in cleared funds. Following receipt of cleared funds, we will release the Lot to the Buyer (or their agent), unless we are unable to do so because of an event beyond our control.
- 13.5 The Buyer must pay any applicable taxes (including VAT), duties or tariffs payable on the purchase of the Lot which will form part of the Purchase Price due to BB&R under these Terms. We will collect such taxes, duties or tariffs as required to do so under applicable law.
- 13.6 All payments under these Terms will be paid free and clear of all deductions or withholdings whatsoever, save to the extent any such deductions or withholdings are required by law. In such circumstances, the Buyer will pay to BB&R an additional amount as will, after the deduction or withholding has been made, leave BB&R with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 13.7 The Buyer's obligation to pay the full Purchase Price and any applicable Buyer's Expenses is absolute and unconditional and shall not be subject to any deductions of any kind whatsoever.

14. Late and non-payment

- 14.1 Where the Buyer fails to pay the full Purchase Price for a Lot and any applicable Buyer's Expenses in cleared funds in accordance with clause 13, without prejudice to any rights or remedies the Seller may have, we may exercise one or more of the following rights or remedies in respect of each Lot for which the Buyer has failed to pay in full, to the fullest extent permitted by law, in addition to any and all other rights or remedies available to us or the Seller by law:
- (a) cancel the sale of the Lot;
 - (b) store the Lot at our premises, and any costs relating to storage will be invoiced to the Buyer in accordance with these Terms;
 - (c) reject future bids from the Buyer;
 - (d) suspend the Buyer's account on the Auction Platform;
 - (e) charge the Buyer interest at the annual percentage rate of 4% above the Bank of England base rate from the date on which payment is due to the



date the Purchase Price and the relevant Buyer's Expenses are received in cleared funds (both before and after judgment). You must pay us any interest accrued in addition to the overdue amount;

- (f) resell the Lot at the Buyer's expense either at an Auction Sale or a private post-auction sale with estimates and pricing determined solely at our discretion, or otherwise through any other BB&R channels. If the Lot is sold for less than the total of the Purchase Price and Buyer's Expenses, then the Buyer will be liable for the shortfall plus any additional costs incurred by BB&R;
- (g) bring legal proceedings to recover the Purchase Price and Buyer's Expenses for the Lot, or to claim damages for the Buyer's breach of contract, together with interest and fully compensate BB&R for the costs of such proceedings on a pound for pound basis; and/or
- (h) provide the name and address of the Buyer to the Seller to enable the Seller to bring legal proceedings to recover the amounts due and legal costs, and in such case, we will take reasonable steps to notify the Buyer prior to providing such details to the Seller.

14.2 In the event the Buyer fails to pay any or all of the Purchase Price and/or the Buyer's Expenses in accordance with these Terms and we determine to pay the Seller some or all of the sale proceeds, you acknowledge and agree that we retain all of the rights that the Seller would otherwise have against the Buyer in respect of such amount, including at law and under these Terms.

15. Passing of risk in Lots

15.1 Risk and responsibility (including for loss of or damage to the Lot) for a purchased Lot will only transfer to you when the Lot is no longer held in our storage facility following the release of the Lot to you in accordance with clause 16 below.

15.2 Subject to clause 14.1(b), you will become liable for our storage costs in respect of the Lot once ownership of the Lot has transferred to you in accordance with clause 13.4. The applicable charges are set out on the Website.

16. Collection, delivery or storage

16.1 The Lot will not be released from BB&R's possession either for collection or delivery to the Buyer until the Buyer has paid the Purchase Price and any Buyer's Expenses in full cleared funds in accordance with the payment terms at clause 13.

16.2 Buyers may request that purchased Lots are available for collection from any of BB&R's retail stores (London and Basingstoke), with 5 days' notice to be provided to BB&R prior to collection. Where the Buyer wishes to arrange collection of the Lot, the Buyer must collect within 30 calendar days after the date of the Auction Sale. Duty and VAT may be applicable.

16.3 If the Buyer requests BB&R's assistance to arrange delivery of the Lot (including a Bond to Bond transfer), BB&R will provide you with an invoice for the delivery charges (if applicable) and request confirmation of the delivery address. Once all applicable charges are paid, we will deliver to the location specified in your request. In relation to international deliveries, BB&R only provides delivery services to certain jurisdictions. If you do not pay the delivery charges and/or if BB&R is unable to provide delivery



services to your requested location, BB&R may require you to collect the Lot in accordance with clause 16.2 or transfer the Lot to be stored in BB&R's storage facility in accordance with clause 16.4. For further information on BB&R's delivery services, please visit our Website at www.bbr.com/customer-support/delivery.

- 16.4 Rather than arranging for collection or delivery of the Lot, the Buyer may also request for the Lot to be stored at BB&R's storage facility. In those circumstances, the Lot will be deemed to be collected by the Buyer following the transfer of the Lot to BB&R's storage facility. The terms of such storage and applicable charges are available on the Website.

17. BB&R's Authenticity Guarantee

- 17.1 Except where this Authenticity Guarantee applies, the Property is sold to the Buyer at the Buyer's own risk.

- 17.2 **Authenticity Guarantee:** BB&R employ a team of Authentication Specialists to thoroughly check the authenticity of the Lot to the best of our expertise and ability, using technologies and information available to us at the time of the Auction Sale. A Lot that is not authentic will be a Counterfeit Lot and BB&R guarantees to the Buyer that the Lot is not Counterfeit, subject to the terms set out in this clause 17.

- 17.3 If the Buyer suspects or knows the purchased Lot is Counterfeit, then it must notify BB&R as soon as its suspicion arises or it becomes aware the purchased Lot is Counterfeit and in any event within 2 months of collection or delivery.

- 17.4 Where BB&R agrees that the Lot is Counterfeit, we will terminate the contract with the Seller and will refund the Buyer the Purchase Price and the Buyer's Expenses.

- 17.5 The termination of the sale and the refund of the Purchase Price is the Buyer's sole remedy available under the Authenticity Guarantee.

18. Introductory commissions

- 18.1 In accordance with market practice, BB&R reserves the right to pay out of any commission a fee to any third-party introducing clients or property to it.

19. Data protection

We will hold and process your personal information and may share it with another BB&R group company for use as described in, and in line with, our Privacy Policy published on the Website.

20. Photographs and illustrations

BB&R owns (or has a licence to use) the copyright in all images and written materials created by it (or its licensors) in respect of any Lot. You cannot use such images or written materials without our permission.

21. Matters outside of our control

We shall not be liable to you for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by any act or event beyond our reasonable control. If an event outside our control takes place that affects the performance of our obligations under the Terms we will notify you as soon as reasonably possible to.



22. Assignment

You may not assign, transfer, charge or otherwise encumber or deal in any other manner with these Terms or any right, benefit or interest under them without our prior written consent.

23. Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 22, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. Entire agreement

These Terms, including the Authenticity Guarantee, set out the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of these Terms.

25. Third party rights

Only you, the Seller and us may enforce these Terms. No other person or entity has a right to enforce this Agreement or benefit from it.

26. Governing law and jurisdiction

These Terms are governed by English law. If you are a Consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a Consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.