



Tortoise Takeover Auction 21st September 2023 Auction Buyers Guide /Terms & Conditions 2023

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(For in person and online)

Introduction

The Tortoise Takeover Auction is managed by Durrell Wildlife Conservation Trust registered charity number 1 (known hereafter as Durrell).

The Auctioneer is Hanson Auctioneers.

The Tortoise Takeover online auction is managed by Wild in Art (WIA) with Durrell and with online auction partner Bidpath.

Data Protection

By registering to bid at Tortoise Takeover Auction you are consenting to allow Wild in Art and Durrell, registered charity number 1 to contact you about the Tortoise Takeover Auction and acknowledge that Wild in Art and Durrell will process your personal data in accordance with their Privacy Notices for the purposes of administering the Tortoise Takeover Auction.

If you indicate that you may want to make a Telephone Bid or an Absentee Bid, you are also consenting that this information will be provided to Hanson Auctioneers for the purposes of administering the Tortoise Takeover Auction.

If you register for the online auction, you are also consenting that this information will be provided to Bidpath for the purposes of administering the Tortoise Takeover Auction.

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

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

1. Wild in Art <<https://www.wildinart.co.uk/privacy-policy> >
2. [Durrell Privacy and Data Protection Policy | Durrell](#)
3. [Terms of Service - Hansons Auctioneers](#)
4. Bidpath <<https://bidpath.com/privacy-policy/> >

Buyer's Guide

1. Introduction

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

2. Definitions

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

Auction - A live sale by auction managed by Durrell and Wild in Art.

Bidder - Any person, properly registered and approved by Durrell and/or WIA to participate in the Auction who makes or considers making a bid to buy a Lot at Auction

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

Guarantee of Authenticity - Durrell and WIA guarantee that the items sold at the auction are Tortoise Takeover sculptures created by artists, displayed at the Tortoise Takeover event and sold to raise money for Durrell.

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

Lot - Individual item listed in the Auction Catalogue.

Purchase Price - The Hammer Price

3. Before the Auction

3.1. Bidder Registration

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

3.1.2 Those who wish to bid in the Auction in person, online, by telephone or by using an absentee, proxy or with a written bid must be over 18 years of age.

3.1.3 Those wishing to attend the Auction as a Bidder either in their own capacity or as an agent for another bidder, need to complete and return the Bidder Registration Form which is available by emailing tortoisetakeover@durrell.org

3.1.4 Those who wish to bid in the Auction either by telephone or by using an absentee, proxy or with a written bid must also complete a Bidder Registration Form please contact tortoisetakeover@durrell.org

3.1.5 Those who wish to bid in the Auction online must create a Wild in Art Auctions Account and register for the Tortoise Takeover Auction at <https://tto.wildinartauctions.com>. The Online Auction Registration Form must be completed in full and the bidder may be asked to provide credit card information to comply with our due diligence checks.

3.1.6. To register as an in person Bidder, the Bidder Registration Form must be completed in full and the bidder must provide at least one form of ID which must include one government-issued photo identification. If this does not state your current address, proof of address will also be required.

3.1.7. If registering as an organisation, you must provide a certified copy or original certificate of incorporation, or, contact julia.voce@durrell.org for confirmation of what will be acceptable.

3.1.8. If you are registering as an agent to bid on behalf of another party, you must produce the relevant ID documents in 3.1.5. and 3.1.6 above for yourself and the person or organisation on whose behalf you are acting. In addition, you must provide a written and signed authority from the third party confirming your authority to bid on their behalf.

3.2. Pre-Auction Viewing

3.2.1. All the Lots can be previewed at the Tortoise Toodle-oo farewell weekend from 14th – 17th September 2023 at Jersey Zoo, La Profonde Rue, Trinity JE3 5BP

3.3. Delivery or Collection of Artworks

3.3.1. Without any liability, Ferryspeed CI Ltd can provide shipping estimates before the Auction; a Bidder requiring this information should email julia.voce@durrell.org including the Lot number and shipping address at least 7 working days before the start of the Auction.

3.3.2. If delivery is requested, invoices for the delivery of sculptures by Ferryspeed CI Ltd will be raised by Ferryspeed CI Ltd and emailed to the successful buyer the day following the Auction. Invoices for delivery must be paid before delivery takes place.

3.3.3 If the Bidder is based outside Jersey, the Bidder should ensure in advance of the Auction that the Lot can be exported from the Jersey and imported into the country of destination. No sale will be cancelled because the Lot may not be imported into the country of destination.

3.3.4 Buyers who plan to export their sculptures out of Jersey need to take their own tax advice on any potential import duties.

3.3.5 Neither Durrell nor its freight agents can guarantee that any licences, permits or consents will be granted.

4. At the Auction

4.3. Bidding

4.3.1. All bids are by individual Lot unless the auctioneer states to the contrary during the live Auction. Lots will usually be sold in their numbered sequence, unless the auctioneer announces otherwise.

4.3.2. All bids must be made in English only.

4.3.3. The auctioneer may accept bids from Bidders present in the sale room, via telephone, online or written bids delivered to Hansons Auctioneers before the Auction commences using the Absentee Bidder Registration Form.

4.3.4. Telephone Bidders, arranged by prior agreement, must provide a list of Lots on which they intend to bid at least 24 hours before the start of the Auction. Please email this to us at julia.voce@durrell.org

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

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

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

5. After the Auction

5.1. Successful bids

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

5.2. Payment

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

5.2.2. Unless agreed in writing with you by Durrell, you must pay all the sums in Pounds Sterling either on the evening upon winning the Lot or within 5 days of the invoice being issued and you must ensure that the funds are cleared by the 5th working day from when the invoice was issued. Payment must be in Pounds Sterling and may be made by electronic transfer (no maximum), debit and credit card (up to a maximum of £5,000), bankers draft or cash (up to a maximum of £5,000).

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

5.3. Shipping and storage

5.3.1. The Buyer is responsible for organising delivery or collection of their purchase and Lots must be collected within 14 days of the funds for the full purchase price clearing unless other agreed in writing with Durrell.

5.3.2 The purchaser will be responsible for paying the daily storage cost of £5 per day from the 15th day after Durrell has received the full purchase price in cleared funds, up to a limit of 30 days.

5.3.3 Alternatively Ferryspeed CI Ltd can provide a quote for delivery/shipping – please email julia.voce@durrell.org.

5.3.4 A Buyer who wishes to collect their sculpture must contact Durrell by email at julia.voce@durrell.org giving details of

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

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

Terms and Conditions

These Terms and Conditions of Sale ("Conditions") set out the legal relationship between the Buyer and Durrell Wildlife Conservation Trust (known hereafter as Durrell). By registering to bid and participate in the Tortoise Takeover Shell Out Auction, you will be deemed to have read and agreed to be bound by these Conditions and the accompanying Buyer's Guide, as set out on [Tortoise Takeover Auction | Durrell](#)

1. Interpretation

In the event of any conflict between these Conditions and the Buyer's Guide, these Conditions shall take precedence.

2. Definitions

2.1. The following words in these Terms and Conditions mean:

Auction - A live sale by auction managed by Durrell and Wild in Art.

Bidder - Any person, properly registered and approved by Durrell and/or WIA to participate in the Auction who makes or considers making a bid to buy a Lot at Auction

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

Guarantee of Authenticity – Durrell and WIA guarantee that the items sold at the auction are Tortoise Takeover sculptures created by artists, displayed at the Tortoise Takeover event and sold to raise money for Durrell.

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

Lot - Individual item listed in the Auction Catalogue.

Purchase Price - The Hammer Price

3. Catalogue descriptions and condition of Lots

3.1. All Lots are sold subject to their condition at the date of the Auction. By making a bid, the Bidder accepts the actual condition of the Lot and acknowledges that if a bid is successful, the Buyer will buy the Lot 'as is'.

3.2. Durrell cannot guarantee that colours are properly shown in the auction catalogue. All Lots are sold 'as is'. Bidders are encouraged to inspect Lots and satisfy themselves as to condition before bidding.

4. Before the Auction

4.1. Every Bidder must register using the Bidder Registration Form obtained in accordance with the Buyer's Guide - see Bidder Registration. Those who wish to bid in the Auction online must create a Wild in Art Auctions Account and register for the Tortoise Takeover Auction at <https://tto.wildinartauctions.com/>. The Online Auction Registration Form must be completed in full

and the Bidder may be asked to provide credit card information to comply with our due diligence checks. Personal information shall be used only in accordance with Condition 7 below.

5. During the Auction

5.1. Durrell reserves the right to refuse participation in the Auction and to reject any bid. Bids may not be accepted from unregistered bidders and all Bidders must be 18 or over and have sufficient funds to cover any bids made.

5.2. All bids must be made in Pounds Sterling.

5.3. The auctioneer has the right to exercise reasonable discretion in refusing any bid, advancing the bidding in such a manner as he may decide, and in the case of error or dispute, and whether during or after the sale, determining the successful Bidder, continuing the bidding, cancelling the sale or re-offering and reselling the Lot in dispute. If any dispute arises after the sale, then, in the absence of any evidence to the contrary, the sale record maintained by the auctioneer will be conclusive.

5.3. When making a bid, every Bidder acknowledges that such bid is a binding offer to buy the Lot at that price (plus the, Buyer's Expenses (if applicable), and any and all shipping charges, import duties/taxes, storage and other costs). A successful Bidder will be deemed to be the Buyer unless it has been explicitly agreed in writing with Durrell before the start of the Auction and set out in the Bidder Registration Form that the Bidder is acting as agent on behalf of an identified third party acceptable to Durrell and only then will Durrell regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirms that he is authorised to bind the third party and that the Buyer has been made aware of and accepts these Conditions.

5.4. Hanson Auctioneers will use reasonable efforts to execute written bids delivered before the Auction for Bidders unable to attend the auction in person, by an agent or by telephone or online. All such written bids must complete an absentee bidder registration form.

5.5. If Durrell via Hanson Auctioneers receives written bids on a particular Lot for identical amounts, and at the auction these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first. In all other cases of equal bids, the winning Bidder shall be selected at random by drawing names from a hat or as otherwise determined by Durrell.

5.6. Online bidding at the Tortoise Takeover Auction is made available via Bidpath (a third party software company) and online bidding is subject to their respective terms of use.

5.7. The Auction will be tracked on a video or digital screen, which may display, among other things, a photograph of the Lot offered for sale and the then-current bid. Bidders understand and agree that errors may occur in its operation and, except as expressly stated in the Buyer's Guide or these Conditions, Durrell shall have no liability arising out of or related to any errors or omission in respect thereto.

5.8. By participating in and/or attending the Auction and signing the Bidder Registration Form, each person consents to be filmed and/or photographed and agrees and authorises Wild in Art and Durrell to use and publish such film and/or photographs, name and likeness for use in (1)

providing online access to the Auction, (2) recording the results of the Auction, (3) print, digital, online and all other media for marketing purposes (including without limitation, on Wild in Art and Durrell websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art and Durrell publications of whatever nature. The participant releases Wild in Art and Durrell and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and Durrell and any third parties involved in the making, creation, or publication of the images or any marketing or other materials from all and any liability for claims made in respect of such publication. Publication of the images in whatever format confers no right of ownership on the individual or right to royalties or payment.

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

6. After the Auction

6.1. Durrell will raise invoices for each successful Bid and these will be sent to the successful Bidders by email.

6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by Durrell, payment is due within 5 working days of the invoice being issued and must be made by the Buyer. Payments from any other source will not be accepted and shall be returned by Durrell.

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

6.4. Payment must be in Pounds Sterling and may be made by electronic transfer (no maximum), debit or credit card (up to a maximum of £5,000), bankers draft or cash (up to a maximum of £5,000). Please quote the invoice number when making payment to ensure it can be processed as efficiently as possible.

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

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

6.7. In the event of default by the Buyer, Durrell may take one or more of the following actions:

6.7.1. hold the Buyer liable for the total amount due and commence legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law;

6.7.2. cancel the sale;

6.7.3. resell the Lot publicly or privately on such terms as Durrell shall think fit;

6.7.4 take such other action as Durrell deem necessary or appropriate. If Durrell resells the Lot under condition 7.7.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to Durrell and the amount received upon resale as well as all reasonable costs, expenses, damages, legal fees and commissions and premiums of whatever kind associated with both sales or otherwise arising from the default.

6.8. Durrell shall be entitled to retain Lots sold until all amounts due have been received in full in good, cleared funds or until the Buyer has performed any other outstanding obligations as Durrell shall reasonably require. Subject to this, the Buyer shall collect, or have shipped or collected for shipment, purchased Lots within 14 calendar days from the date of the sale unless otherwise agreed between Durrell and the Buyer. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).

6.9. It is the Buyer's sole obligation and responsibility to be aware of, to comply with, and to pay for all relevant import duties, taxes, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that Durrell shall have no obligation or responsibility for any import duties, taxes, customs, shipping or other charges for the Lots shipped. Failure by the Buyer to pay all necessary amounts may result in the relevant authorities returning the Lot to Durrell and in those circumstances the Buyer will be charged and will pay storage costs and Durrell or Wild in Art's additional reasonable costs and expenses.

6.10. It is the Buyer's responsibility to ensure that any Lot purchased from Durrell enters the shipping location lawfully, that all duties and taxes have been paid and that all required export procedures, regulations, and laws were properly complied with. Buyer understands and agrees that Durrell and WIA shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.

6.11. If the Buyer wishes to apply for an export licence this does not affect or postpone the Buyer's obligation to make payment in accordance with Durrell's payment terms nor Ferryspeed CI Ltd's right to charge interest or storage charges on late collections.

7. Use of information

7.1. By registering to bid at the Tortoise Takeover Auction you are consenting to allow Wild in Art and Durrell Wildlife Conservation Trust (registered charity number 1) to contact you about the Tortoise Takeover Auction and to process your personal data for the purposes of administering the Tortoise Takeover Auction. Durrell and Wild in Art will not contact you for any other reason unless you opt-in to receive additional communications in the Bidder Registration Form.

7.2. If you indicate that you may want to make a Telephone Bid or an Absentee Bid, you are also consenting that this information will be provided to Hanson Auctioneers for the purposes of administering the Tortoise Takeover Auction.

7.3. If you register for the online auction, you are also consenting that this information will be provided to Bidpath for the purposes of administering the Tortoise Takeover Auction.

You will find further details about Privacy Policies for WIA, Durrell and Hanson Auctioneers and Bidpath and details about how we process personal data and how to exercise your privacy rights on Page 1 of the Buyers Guide.

8. Terms of Guarantee of Authenticity

8.1. Durrell guarantees that the sculptures sold at the auction are the Tortoise Takeover Sculptures created by artists for the purposes of raising money for Durrell.

8.2. Except as expressly provided in these Conditions Durrell shall have no liability to the Buyer in respect of a Lot and all and any implied warranties and conditions are excluded to the fullest extent permitted by law.

9. Intellectual property rights

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

10. Events outside our control

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

11. Other important terms

11.1. If any part of these Conditions is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of the Conditions shall continue to be valid to the fullest extent permitted by law.

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

11.3. If Durrell fails to insist on performance of any of a Buyer's obligations under these Conditions, or if it delays in doing so, that will not mean that Durrell has waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.

11.4. This agreement and conditions are governed by and construed in accordance with English law and the Parties agree to the exclusive jurisdiction of courts of England.