

**THE ALIVE AND WELL DOG PROJECT (GOSHCC)
AUCTION
31ST JANUARY 2007**

ABSENTEE BID FORM

Please bid on my behalf at the above sale for the following Lot(s) up to the hammer price(s) mentioned below. These bids are to be executed as cheaply as is permitted by other bids or reserves and in an amount up to but not exceeding the specified amounts. I agree to be bound by the Conditions of Business as printed in the programme.

ARRANGEMENTS FOR PAYMENT

Payment may only be made by cheque. If you are paying by cheque please remember to include your cheque card guarantee number on the back of the cheque, along with your address.

PLEASE USE CAPITAL LETTERS

Full name _____

Address _____

_____ Postcode _____

Telephone Number: Day _____

Telephone Number: Evening _____

Signature _____

Date _____

| <u>LOT NO</u> | <u>TITLE OR DESCRIPTION</u> | <u>£BID PRICE</u> |
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GUIDE FOR ABSENTEE BIDDERS

ABSENTEE BIDS: If you are unable to attend GREAT ORMOND STREET Auction and wish to place bids you may give THE DOG PROJECT/GOSHCC instructions to bid on your behalf. We will then try to purchase the lot(s) of your choice at the lowest price possible and to a maximum price as indicated by you. Please note that offers this service to help supporters who are unable to attend the event and although we will make every effort, we will not be responsible for any errors or failure to execute bids. Absentee bids must be received in writing. **ABSENTEE BID FORM:** Please use the absentee bid form provided. Be sure to record accurately the lot numbers and descriptions and the maximum price you are willing to pay for each lot - this should be the amount to which you would bid if you were attending the sale yourself. Unlimited bids will not be accepted. Alternative bids can be placed by using the word "or" between lot numbers. Bids must be placed in the same order as the lot numbers appear in the catalogue. Please place your bids as early as possible. In the event of identical bids, the earliest received will take precedence. **SUCCESSFUL BIDS:** Successful bidders will receive an invoice from GOSHCC detailing their purchases and giving instructions for payment and clearance of goods.

Please fax your form to 020 7240 7262 on completion.

**CONDITIONS OF BUSINESS FOR THE ALIVE AND WELL DOG PROJECT
(GOSHCC) AND AUCTION TO BE HELD ON 31ST JANUARY 2007 AT
THE HOSPITAL GALLERY & MEMBERS CLUB, 24 ENDELL STREET,
LONDON WC2H 9HQ**

The property offered in this sale and listed in this catalogue will be sold by the Great Ormond Street Hospital Children's Charity, registered with the Charity Commissioners under number 235825. Any questions in relation to the auction should be directed to Great Ormond Street Hospital Children's Charity and not to Sotheby's, which serves merely as auctioneer for Great Ormond Street Hospital Children's Charity in conducting the sale and participates on the following terms and conditions which govern the sale of all the property offered (as amended by any posted notices or oral announcements during the auction):

1. (a) Neither Sotheby's nor Great Ormond Street Hospital Children's Charity assumes any risk, liability or responsibility for the authenticity or the authorship of any property identified in this catalogue (that is, the identity of the creator or the period, culture, source or origin, as the case may be, with which the creation of any property is identified herein).
- (b) All property is sold with all faults and imperfections and errors of description and neither Sotheby's nor Great Ormond Street Hospital Children's Charity makes any representations or warranties of any kind or nature, expressed or implied, with respect to the property and in no event shall either of them be responsible for the correctness of any descriptions of property, nor be deemed to have made, any representations or warranties of physical condition, size, quality, rarity, importance, genuineness, attribution, authenticity or provenance of the property. No statement in the auction catalogue or other description made at the sale, in any sale invoice or elsewhere, shall be deemed such a representation or warranty.
- (c) Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored.
- (d) Property may be offered subject to reserves.
2. Any property may be withdrawn by Sotheby's or Great Ormond Street Hospital Children's Charity at any time before the actual sale.
3. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the catalogue.
4. Sotheby's and Great Ormond Street Hospital Children's Charity reserve the right to reject a bid from any bidder. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneer shall have sole and final discretion either to determine the successful bidder or to re-offer and resell the lot in dispute. If any dispute arises

after the sale, the sale records of the Great Ormond Street Hospital Children's Charity shall be conclusive in all respects.

5. If the auctioneer determines that any opening bid is not commensurate with the value of the property, he may reject the same and withdraw the property from sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.
6. On the fall of the auctioneer's hammer, the highest bidder shall be deemed to have purchased the offered lot subject to all of the conditions set forth herein and thereupon (a) assumes the risk and responsibility thereof, (b) will sign a confirmation of purchase thereof and (c) will pay the full purchase price or such part as Great Ormond Street Hospital Children's Charity may require. Great Ormond Street Hospital Children's Charity will not release a lot to a successful buyer until payment of the total amount due has been made. After payment, the purchaser shall remove the Property from Sotheby's premises (if held at Sotheby's). If the property is not so removed, it may be sent by Great Ormond Street Hospital Children's Charity at its discretion to storage for the account, risk and expense of the purchaser and such charges will then be added to the purchase price of the property.

If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to Great Ormond Street Hospital Children's Charity by law including, without limitation, the right to hold the purchaser liable for the bid price, Great Ormond Street Hospital Children's Charity, at its option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property on three days notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for payment of any shortfall between the original sale price and the price achieved upon resale, all other charges due hereunder and any incidental damages.

7. Payments for purchases must be made in Sterling and in the following forms; cash, cheque (backed by cheque guarantee card) and all major credit cards.
8. In the case of commission bids or bids transmitted by telephone, Sotheby's and Great Ormond Street Hospital Children's Charity are not responsible for errors or omissions arising out of or resulting from mechanical difficulties or failure.
9. In no circumstances will Sotheby's or Great Ormond Street Hospital Children's Charity rescind any purchase made or refund the amount paid in respect of any lot.
10. Neither shipping nor delivery costs are included in the price at which a lot is knocked down by the auctioneer to the buyer.
11. These Conditions of Sale, as well as the purchaser's, Great Ormond Street Hospital Children's Charity's and Sotheby's respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of England and Wales. By bidding at an auction, whether present in

person or by agent, commission bid, telephone or other means, the purchaser shall be deemed to have consented to the exclusive jurisdiction of Courts of England and Wales.