









AUCTION NO. 3

WANTED: BANKSY

Wednesday 12th October 2016, 4pm

The Westbury Hotel, 37 Conduit Street, London W1S 2YF

VIEWING: 4TH - 6TH OCTOBER

220 Oueenstown Road, London SW8 4LP

Tuesday 4th October 10.00am – 5.30pm

Wednesday 5th October 10.00am – 5.30pm

Thursday 6th October 10.00am – 5.30pm

VIEWING: 9TH - 12TH OCTOBER

The Westbury Hotel, London W1S 2YF

Sunday 9th October 12.00 noon – 4.00pm

Monday 10th October 9.30am – 8.00pm

Tuesday 11th October 9.30am – 6.00pm

Wednesday 12th October From 9.30am

SPECIALISTS

Rupert Worrall, Head of Prints & Editions

Alexander Hayter, International Head of Modern & Contemporary Art & Editions

BUYER'S PREMIUM (plus VAT)

25% of hammer price up to and including £50,000 20% of hammer price from £50,001 to £1,000,000 12% of hammer price in excess of £1,000,000

BIDDING AND INFORMATION

+44 (0) 20 7871 2640 info@forumauctions.co.uk www.forumauctions.co.uk

BIDDING BIDDING

Access our free live online bidding: forumauctions.co.uk/BidFORUM

Collection Arrangements

Paid for items will be available to collect from The Westbury Hotel until 7pm on Wednesday 12th October. From Thursday 13th October, paid for items will be available to collect from Forum Auctions' premises at 220 Queenstown Road, London SW8 4LP. Please note that parking is available and we do not fall into the London congestion zone. We can help arrange packing and shipping of purchased lots, or clients may use their own carrier. Items must be paid for and collected by Friday 28th October otherwise interest and storage charges may apply.

GENERAL INFORMATION FOR BUYERS AT AUCTION

- 1. Introduction. The following notices are intended to assist buyers, particularly those that are new to our saleroom and internet bidding platforms. Our auctions are governed by our Terms and Conditions of Business incorporating the Terms of Consignment, the Terms of Sale supplemented by any notices that are displayed in our saleroom, the online catalogue listing or announced by the auctioneer at the auction. Our Terms and Conditions of Business are available for inspection saleroom and online our www.forumauctions.co.uk. Our staff will be happy to help you with any questions you may have regarding our Terms and Conditions of Business. Please make sure that you read our Terms of Sale set out in this catalogue and on our website carefully before bidding in the auction. In registering to bid with us you are committing to be bound by our Terms of Sale.
- 2. Agency. As auctioneers we usually act on behalf of the seller whose identity, for reasons of confidentiality, is not normally disclosed. If you buy at auction your contract for the goods is with the seller, not with us as auctioneer.
- 3. Estimates. Estimates are intended to indicate the sum that might be involved for the purchase of a particular lot. The lower estimate may represent the reserve price (the minimum price for which a lot may be sold) and cannot be below the reserve price. Estimates do not include the buyer's premium, VAT or other taxes and fees (where chargeable). Estimates may be altered by a saleroom notice.
- 4. Buyer's Premium. The Terms of Sale oblige you to pay a buyer's premium on the hammer price of each lot purchased. Our normal rate of buyer's premium is 25% of the first £50,000 of hammer, reducing to 20% of the hammer price from £50,001 to £1,000,000 and then 12% of hammer price in excess of £1,000,000.
- 5. VAT. An amount equivalent to VAT is added to the buyer's premium under the Auctioneer's Margin Scheme and cannot be reclaimed as input VAT, even on export outside EU. Additional VAT charges may apply and are marked, by lot, in our catalogue with the following symbols:
 - a. (*) indicates that VAT is payable by the buyer on the hammer price as well as on the buyer's premium. VAT will be charged at the standard UK rate (presently 20%) and may be reclaimed on export outside of the EU. Please note that there are time restrictions on eligibility for such reclaims
 - b. (**) indicates that the lot has been imported from outside the European Union and a reduced rate of Import VAT (presently 5%) is payable by

- the buyer on the hammer price and the normal rate of VAT (presently 20%) on the buyer's premium. Import VAT may be reclaimed on export outside the EU.
- c. VAT is not payable on the buyers' premium for certain goods, such as qualifying books.
- 6. Inspection of goods by the buyer. You will have ample opportunity to inspect the goods and must do so for any lots that you might wish to bid for. Please note carefully the exclusion of liability for the condition of lots set out in Clause 11 of our Terms of Sale.
- 7. Export of goods. If you intend to export goods you must find out in advance of the sale whether an export license is needed or if there is a prohibition on exporting goods of that character e.g. because the goods contain prohibited materials such as ivory.
- 8. Bidding. Bidders will be required to register with us before bidding. Purchases will be invoiced to the buyer's registered name and address only. When first registering for an account with us you will need to provide us with proof of your identity in a form acceptable to us.
- 9. Commission bidding. You may leave commission bids with us indicating the maximum amount (excluding the buyer's premium and/or any applicable VAT, fees or other taxes) you authorise us to bid on your behalf for a lot. We will execute commission bids at the lowest price possible having regard only to the vendor reserve and competing bids. We recommend that you submit commission bids using your account on our website.
- 10. Live online bidding. When using our BidFORUM platform to participate in the auction through your account on our website there will be no additional charges. If you are using a third party live bidding platform then additional fees may be applicable. We will invoice these to you as an additional service and any applicable VAT will be separated out.
- 11. Methods of Payment. We accept payments in UK Sterling securely over our website and accept PayPal and all major debit and credit cards issued by a UK or EU bank, charging an additional 2.5% for PayPal and credit cards only. We also accept bank transfers (details below), cash payments up to €15,000, and cheques if issued by UK banks only. All funds need to have cleared into our account before items are collected. For bank transfers, please quote the Invoice Number as the payee reference.

- **12. Collection and storage.** Please note what the Terms of Sale say about collection and storage. It is important that you pay for and collect your goods promptly. Any delay may result in you having to pay storage charges of at least £1.50 per Lot per day as set out in Clause 8 of our Terms of Sale.
- 13. Loss and Damage to Goods. We are not authorised by the FCA to provide insurance sevices. Liability for a lot passes to the buyer on the fall of the hammer or conclusion of an online auction (as applicable). In the event that you wish for us to continue to accept liability for your purchased lots this must be agreed with us in writing in advance of the sale and any agreed charges are payable before collection of the goods.

14. Other symbols within the catalogue

- a. (Σ) denotes a lot in which we have a financial interest.
- b. (8) denotes a lot where Artist's Resale Right or Droite de Suite royalty charges may be applicable. Presently these charges are levied on a sliding scale at 4% of the hammer price up to Euro 50,000; 2% from Euro 50,001 to 200,000; 1% from Euro 200,001 to 350,000; 0.5% from Euro 350,001 to 500,000; and 0.25% above Euro 500,000 subject always to a maximum royalty charge of Euro 12,500. We will collect and pay royalty charges on your behalf and calculate the £ sterling equivalent of the Euro amount.
- 15. Shipping. We can help you arrange packing and shipping of your purchases by arrangement with our shipping department. Please contact shipping@forumauctions.co.uk for a list of shippers we regularly use together with indicative pricing for packing and shipping

Summary of additional symbols in the catalogue:

- * VAT at 20% is payable on the hammer price
- ** Import VAT at 5% is payable on the hammer price
- δ Artists Resale Right or Droit de Suite royalties may be payable
- ARR [Website only] Artists Resale Right or Droit de Suite
- Σ We have a financial interest in the lot

Our bank details for electronic transfers are:

HSBC, 16 King St, London WC2E 8JF Account name: Forum Auctions Limited Account number: 12213079 Sort Code: 40-04-09

IBAN: GB07MIDL40040912213079

BIC: MIDLGB2106D

WANTED: BANKSY

Wednesday, 12th October, 2016, 4pm

Lots 1 - 40



δ Banksy (b.1974)

RUDE COPPER

Screenprint in black, 2002, stamped Banksy in red ink as issued, numbered from the edition of 250 in pencil, on wove paper, printed and published by Pictures on Walls, London, $560 \times 410 \text{mm}$ ($22 \times 16 \% \text{in}$) (I)

£6,000 - 8,000



δ Banksy (b.1974)

HAVE A NICE DAY Screenprint in colours, 2003, numbered from the edition of 500 in pencil, on wove paper, printed and published by

of 500 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet, 351 x 987mm (13 ¾ x 38 ¾in)

£3,000 - 5,000



δ Banksy (b.1974)

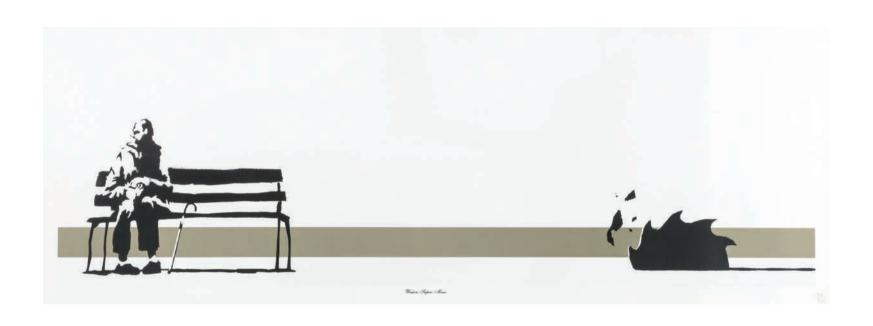
BOMB MIDDLE ENGLAND Screenprint in colours, 2003, numbered from the edition of 500 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet, 347×985 mm ($13 \% \times 38 \%$ in).

£3,000 - 5,000



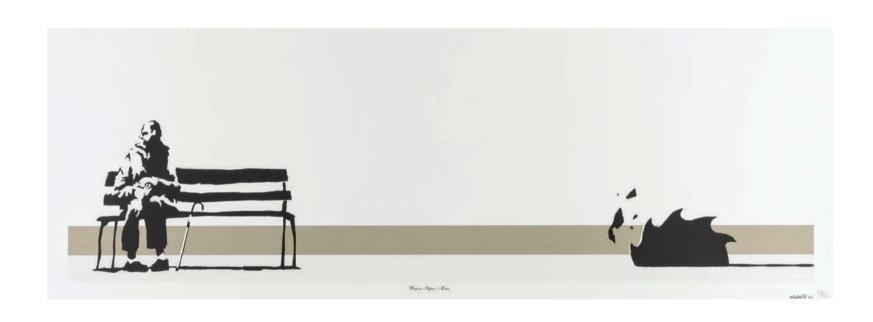
WESTON SUPER MARE
Screenprint in colours, 2003, numbered from the total edition of 750 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower right, with full margins, 998 x 350mm (39 ¼ x 13 ¾in) (unframed)

£3,500 - 4,500



WESTON SUPER MARE
Screenprint in colours, 2003, signed and dated in black ink from the edition of 150, numbered from the total edition of 750 in pencil, on wove paper, printed and published by Pictures on Walls, London, with full margins, 998 x 350mm (39 ¼ x 13 ¾in)

£10,000 - 15,000



PULP FICTION

Screenprint in colours, 2004, numbered from the edition of 600 in pencil, printed and published by Pictures on Walls, London, with full margins, 478 x 689mm (18 x 27 1/8 in) (unframed)

£6,000 - 8,000



δ Banksy (b.1974)

Monkey Queen

Screenprint in colours, 2004, numbered from the edition of 750 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet, 493 x 342mm (19 % x 13 ½in) (unframed)

£5,000 - 7,000



Monkey Queen Screenprint in colours, 2004, signed and dated from the edition of 150 and numbered from the total edition of 750 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet, 493 x 342mm (19 % x 13 ½in) (unframed)

£15,000 - 20,000



δ Bansky (b.1974)

GOLF SALE

Screenprint in black, 2003, signed and dated in black ink from the edition of 150, numbered from the total edition of 750 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet, 344×500 mm ($13 \frac{1}{2} \times 19 \frac{1}{2}$ kin)

£10,000 - 15,000



TOXIC MARY Screenprint in colours, 2003, numbered from the edition of 600 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 700×500 mm ($27 \frac{1}{2} \times 19 \frac{5}{2}$ in) (unframed)

£3,000 - 5,000



δ Banksy (b.1974)

TOXIC MARY

Screenprint in colours, 2004, signed, dated and numbered from the edition of 150 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with margins, $680 \times 470 \text{mm}$ ($26 \% \times 18 \% \text{in}$)

£10,000 - 15,000



δ Banksy (b.1974)

FLYING COPPER

Screenprint in colours, 2003, numbered from the edition of 600 in pencil, printed and published by Pictures on Walls, London, with full margins, 997 x 700mm (39 % x 27 %in) (unframed)

£5,000 - 7,000



δ Various Artists

Pax Britannica

The complete portfolio, 2004, comprising 22 prints of various media, on various papers, each signed, from the edition of 100, published by Aquarium Gallery, London, in the original black portfolio box, overall 235 x 325mm (9 $\frac{1}{4}$ x 12 $\frac{3}{4}$ in) (folio)

Artists include Banksy, Steve Bell, James Boswell, Alexander de Cadenet, Sir Anthony Caro, James Cauty, Billy Childish, David Gentleman, Richard Hamilton, Clifford Harper, Brian Jones, John Keane, Peter Kennard, Alan Kitching, Jenny Matthews, Paul Mattson, Antonio Pacitti, Jamie Reid, Martin Rowson, Ralph Steadman, STOT21stC and Gee Vaucher.

£7,000 - 9,000



δ Banksy (b.1974)

GIRL WITH BALLOON

Screenprint in colours, 2004, signed and dated in black ink, numbered from the edition of 150 in pencil, printed and published by Pictures on Walls, London, the full sheet, 659 x 499mm (25 % x 19 %) (unframed)

£50,000 - 70,000



δ Banksy (b.1974)

LOVE RAT

Screenprint in colours, 2004, numbered from the edition of 600 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 493 x 344mm (19 % x 13 ½in)

£5,000 - 7,000



δ Banksy (b.1974)

DI-FACED TENNERS

Screenprint in colours, 2004, signed, dated and numbered from the edition of 50 in black ink, on wove paper, printed and published by Pictures on Walls, London, sheet, 450 x 315mm. (17 $\frac{3}{4}$ x 12 $\frac{3}{2}$ in) (unframed)

£15,000 - 20,000



δ Banksy (b.1974)

BECAUSE I'M WORTHLESS
Screenprint in colours, 2004, numbered from the edition of 175 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 500 x 350mm (19 % x 13 ¾in) (unframed)

£3,000 - 5,000



δ Banksy (b.1974)

BECAUSE I'M WORTHLESS

Screenprint in colours, 2004, signed, dated, inscribed '♥' and numbered from the edition of 75 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet, 500 x 350mm (19 % x 13 ¾in) (unframed)

£15,000 - 20,000



19 δ Banksy (b.1974)

GET OUT WHILE YOU CAN Screenprint in colours, 2004, signed, dated and numbered from the edition of 75 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower right, the full sheet, $500 \times 350 \text{mm}$ ($19 \% \times 13 \%$ in) (unframed)

£15,000 - 20,000



δ Banksy (b.1974)

WELCOME TO HELL

Screenprint in colours, 2004, numbered from the edition of 175 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 500 x 350mm (19 % x 13 ¾in) (unframed)

£3,000 - 5,000



δ Banksy (b.1974)

WELCOME TO HELL

Screenprint in colours, 2004, signed, dated and numbered from the edition of 75 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower right, the full sheet, 500×350 mm ($19 \% \times 13 \%$ in) (unframed)

£15,000 - 20,000



δ Banksy (b.1974)

Napalm

Screenprint in colours, 2004, numbered from the edition of 500 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 500 x 700mm (19 % x 27 %in) (unframed)

£3,000 - 5,000



δ Banksy (b.1974) (after)

Save or Delete (Greenpeace Print)
Offset lithograph printed in colours, 2002, on thin wove paper, with full margins, 405 x 580mm (16 x 22 ¾in) (I); accompanied with the original 'Save or delete' stickers and campaign stencil (3) (2 unframed)

£600 - 800





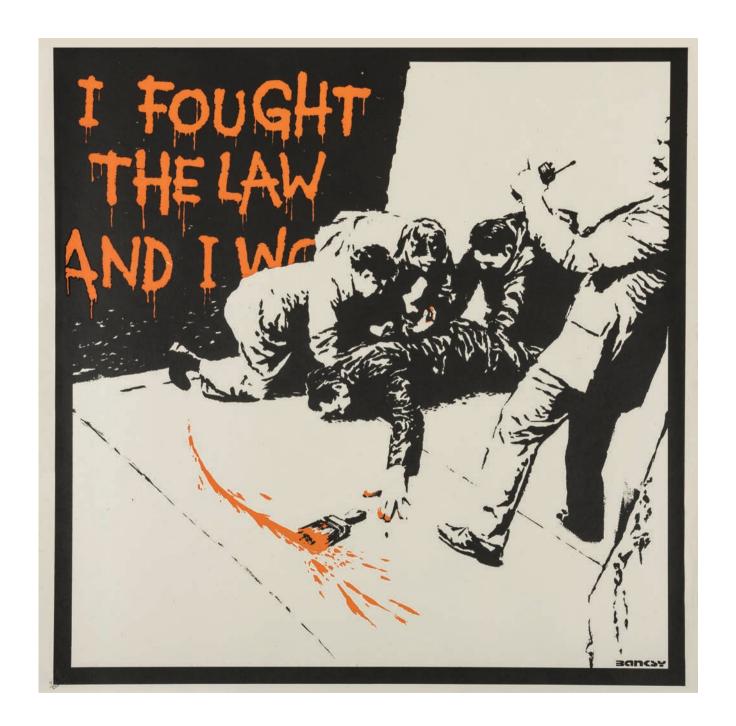




δ Banksy (b.1974)

I FOUGHT THE LAW Screenprint in colours, 2004, numbered from the edition of 500 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 700 x 700mm (27 $\frac{1}{2}$ x 27 $\frac{1}{2}$ in) (unframed)

£2,500 - 3,500



δ Banksy (b.1974)

KATE MOSS

Screenprint in colours, 2005, signed and numbered from the edition of 50 in pencil, on wove paper, printed and published by Pictures on Walls, London, with full margins, sheet $625 \times 625 \text{mm}$ ($25 \% \times 25 \% \text{in}$)

£35,000 - 50,000



δ Banksy (b.1974)

GRIN REAPER

Screenprint in colours, 2005, signed, dated and numbered from the edition of 300 in pencil, on wove paper, printed and published by Pictures on Walls, London, the full sheet printed to the edges, with their blindstamp at lower left, sheet 676 x 439mm (26 % x 17 ¼in) (unframed)

£5,000 - 7,000



δ Banksy (b.1974)

CND SOLDIERS

Screenprint in colours, 2005, numbered from the edition of 350 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 697 x 500mm (27 % x 19 %in) (unframed)

£3,000 - 5,000



δ Banksy (b.1974)

Jack and Jill (Police Kids) Screenprint in colours, 2005, numbered from the edition of 350 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 500 x 700mm (19 % x 27 %in) (unframed)

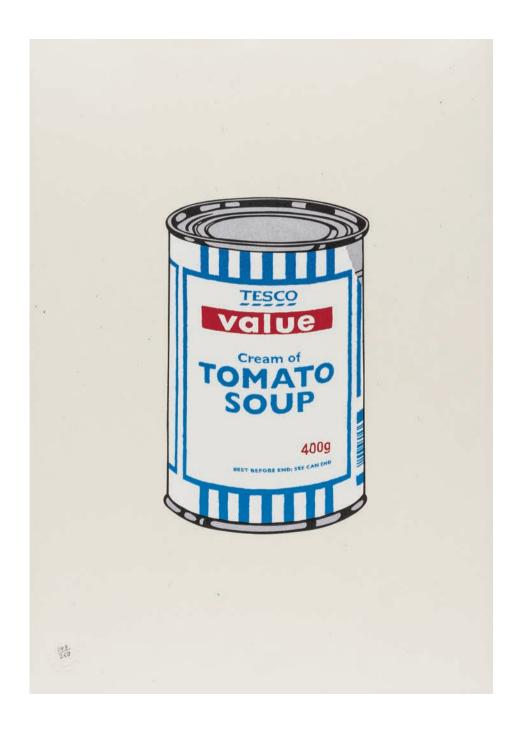
£4,000 - 6,000



δ Banksy (b.1974)

SOUP CAN (ORIGINAL EDITION)
Screenprint in colours, 2005, numbered from the edition of 250 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 500 x 350mm (19 % x 13 ¾in)

£3,000 - 5,000



δ Banksy (b.1974)

SOUP CAN (VIOLET/CHERRY/BEIGE)

Screenprint in colours, 2005, signed, dated and numbered from the edition of 10 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 500 x 349mm (19 % x 13 ¾in)

£6,000 - 8,000



δ Banksy (b.1974) (after) Tesco Value Petrol Bomb Offset lithograph printed in colours, 2011, on thin wove paper, from the edition of 2000, the full sheet, 470×375 mm (18 ½ x 14 ¾in) (I)

£700 - 1,000





δ Banksy (b.1974)

BARELY LEGAL (LA SET)

The complete set, 2006-7, comprising six screenprints, on wove paper, each numbered from the edition of 500 in pencil, published by Modern Multiples Fine Art Editions, Los Angeles, with Pictures on Walls and the publisher's blindstamps, the full sheets, each 830 x 1230mm (32 ¾ x 48 ½in)(and smaller) (SH) (6) (2 framed)

£35,000 - 50,000











δ Banksy (b.1974)

GRANNIES

Screenprint in colours, 2006, numbered from the edition of 500 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 560 x 755mm (22 x 29 ¾in) (unframed)

£2,500 - 3,500



δ Banksy (b.1974)

Grannies

Screenprint in colours, 2006, signed, dated and numbered from the edition of 150 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 560 x 755mm (22 x 29 ¾in)

£6,000 - 8,000

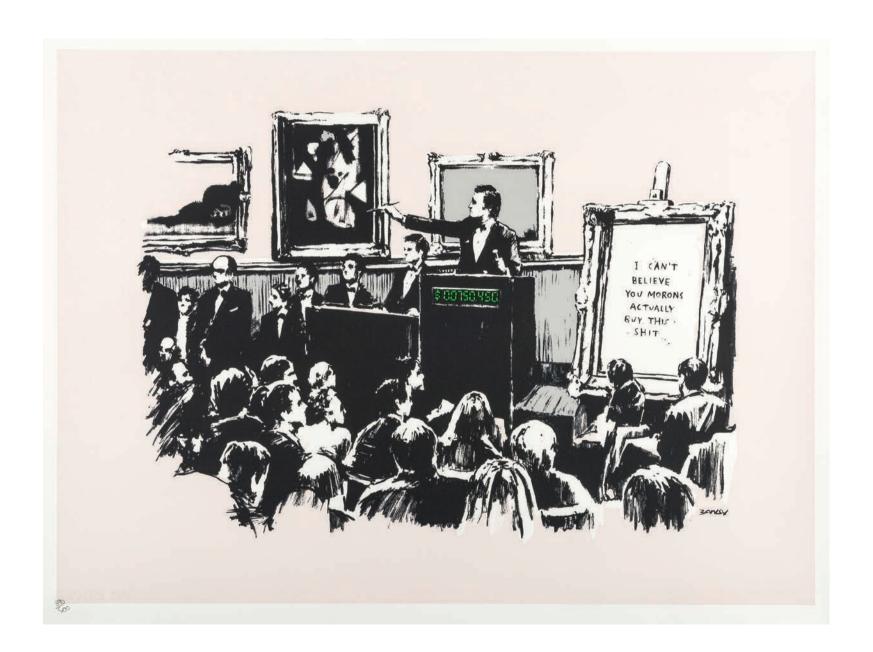


δ Banksy (b.1974)

Morons

Screenprint in colours, 2007, numbered from the edition of 500 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 560×755 mm ($22 \times 28 \%$ in)

£3,000 - 5,000



δ Banksy (b.1974)

Morons (Sepia)

Screenprint in colours, 2007, signed, dated and numbered from the edition of 300 in pencil, on wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, sheet 560 x 755mm (22 x 28 ¾in)

£5,000 - 7,000



δ Banksy (b.1974)

SILVER FLAG

Screenprint in colours, 2007, signed and numbered from the edition of 20, on Formica, printed and published by Pictures on Walls, London, the full sheet printed to the edges, 500 x 700mm (19 % x 27 ½in)

£15,000 - 20,000



δ Banksy (b.1974)

NOLA (ORANGE RAIN)

Screenprint in colours, 2008, signed and numbered from the edition of 32 in pencil, on Arches 88 wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, with full margins, 755 x 552mm (29 ¾ x 21 ¾in) (unframed)

£35,000 - 45,000



δ Banksy (b.1974)

DONUTS (STRAWBERRY)

Screenprint in colours, 2009, signed and numbered from the edition of 299 in pink crayon, on Arches 88 wove paper, printed and published by Pictures on Walls, London, with their blindstamp at lower left, the full sheet, 560×755 mm ($22 \times 29 \%$ in)

£6,000 - 8,000



δ Banksy (b.1974)

Choose Your Weapon (Bright Purple) Screenprint in colours, 2010, signed and numbered from the edition of 25 in purple crayon, on wove paper, printed and published by Pictures on Walls, London, with full margins, 700 x 700mm (27 ½ x 27 ½in) (unframed)

£25,000 - 35,000





Auction Financing

Purchase lots at auction with financing by Unbolted.com

- Available for pre-sale commission bids
- Borrow 70% of hammer price
- · Loan is pre-approved before auction
- · No recourse to you or your business
- 0% interest rate for 3 months*
- 1.5% interest rate per month thereafter
- Free storage and insurance on purchased lots until loan amount is repaid

In an exclusive arrangement with peer-to-peer lending platform Unbolted.com, Forum Auctions' clients now have the opportunity to pay for their auction purchases with 3 months interest-free credit*. The amount of credit available on any lot is usually 70% of hammer price limited to 70% of the pre-sale high estimate. The facility is available to any bidder registered with Unbolted.com and can be utilised for pre-sale commission bids only.

To take advantage of this facility you must register with Unbolted.com either through our website or email forum@unbolted.com.

The advertised credit is being provided exclusively by Unbolted.com and not by Forum Auctions Ltd. Unbolted.com is regulated by the Financial Conduct Authority.

^{*}As an introductory offer Unbolted.com interest charges for the first 3 months are being borne by Forum Auctions, which is not regulated by the Financial Conduct Authority and receives no fee from Unbolted.com.



INVITING CONSIGNMENTS:

EDITIONS AND WORKS ON PAPER

Auction Date: Thursday 1st December 2016 | The Westbury Hotel, London W1S 2YF

Contact: editions@forumauctions.co.uk | +44 (0) 20 7871 2640 | forumauctions.co.uk

Roy Lichtenstein (1923-1997)

Reflections on Conversation (Corlett 240)

Lithograph with screenprint and woodcut printed in colours, with silver PVC collage and embossing, 1990.

Est. £40,000-60,000





IMPORTANT BOOKS. WESTERN MANUSCRIPTS AND WORKS ON PAPER

Auction Date: Tuesday 15th & Wednesday 16th November 2016 | The Westbury Hotel, London W1S 2YF Contact: info@forumauctions.co.uk | +44 (0) 20 7871 2640 | forumauctions.co.uk

Image shows (detail):
Book of Hours, use of Rouen,
illuminated manuscript on vellum in Latin and French, Rouen, c.1485-90.
110 leaves, in a batarde hand, 12 fine large miniatures with floral and
foliate borders, text pages with floral side borders, bound in 18th century
English red morocco. Est. £60,000-80,000





INVITING CONSIGNMENTS:

FINE IEWELLERY AND WATCHES

Auction Date: Wednesday 30th November | The Westbury Hotel, London W1S 2YF Contact: info@forumauctions.co.uk | +44 (0) 20 7871 2640 | forumauctions.co.uk

Rolex, an extremely fine and rare 18ct gold wristwatch with sweep centre seconds and cloisonné enamel dial depicting a peacock by Charles Poluzzi, ref. 6084. Est. £40,000-50,000



Philobiblon Auctions

LOCATIONS www.forumauctions.co.uk

LONDON

Forum Auctions 220 Queenstown Road London SW8 4I P

Tel: +44 (0) 20 7717 5092 Email: info@forumauctions.co.uk



ROME

Philobiblon Auctions Via Antonio Bertoloni, 45 Roma 00197

Tel: +39 06 45 55 59 70 Email: rome@forumauctions.co.uk



MILAN

Philobiblon Auctions Via Borgonuovo, 12 Milano 20121

Tel: +39 02 89 0 66 43 Email: milan@forumauctions.co.uk



NEW YORK

Philobiblon Auctions **PRPH Books** 26 E 64th Street New York NY 10065

Tel: +1 646 370 4657

Email: newyork@forumauctions.co.uk





ABSENTEE/PHONE BID FORM

AUCTION NO. 3

DATE:

Please note you can submit bids securely through our website at forumauctions.co.u	Jk
--	----

Mr/Mrs/Ms (please circle) PRIVATE BUYER DEALER	
Forename	Surname
Company	VAT No.
Address	
Post Code/Zip	Country
Tel	Mobile/Cell
Fax	Email
	- Passport/Driving Licence and proof of address in the form o s. Failure to comply may result in your bids not being processed.
IDENTITY DOCUMENT (PLEASE ATTACH COPY); PASSPORT	DRIVER'S LICENSE OTHER (specify)
For companies: please attach a copy of legal represent	ative

Lot No.	Description	Bid £	Phone Bid

I authorise Forum Auctions to bid on my behalf up to the maximum price indicated plus the buyer's premium plus VAT.

To allow time for the processing of bids, they should be received at least 24 hours prior to the sale. If you have not received confirmation by email within one working day please contact info@forumauctions.co.uk. I authorise Forum Auctions to bid on the above listed lot(s) on my behalf. I understand that by submitting these bids I have entered into a bidding contract to purchase the individual lots if my bids are successful. I understand that I will be obliged to pay the purchase price, including the Buyer's Premium and all applicable taxes and charges, and I will comply with the Terms of Sale listed in printed catalogues and Forum Auctions' website.

SIGNATURE	
DATE	

Shipping and export: In the event that an item requires an export license we would be pleased to assist you with the application. We can help you arrange packing and shipping of your purchased lots or you can use your own carrier. For more information, please contact shipping@forumauctions.co.uk.

220 Queenstown Road, London SW8 4LP Tel +44 (0) 20 7871 2640 info@forumauctions.co.uk

www.forumauctions.co.uk

TERMS OF SALE

Both the sale of goods at our auctions and your relationship with us are governed by the Terms of Consignment (primarily applicable to sellers) the Terms of Sale (primarily applicable to bidders and buyers) and any notices displayed in the saleroom or announced by us at the auction (collectively, the "Conditions of Business"). The Terms of Consignment and Terms of Sale are available at our saleroom on request.

You must read these Terms of Sale carefully. Please note that if you register to bid and/or bid at auction this signifies that you agree to and will comply with these Terms of Sale. If registering to buy over a Live Online Bidding Platform, including our own BidFORUM platform, you will be asked prior to every auction to confirm your agreement to these terms before you are able to place a bid.

Definitions and interpretation

To make these Terms of Sale easier to read, we have given the following words a specific meaning:

"Auctioneer" means Forum Auctions Ltd, a company registered in England and Wales with registration number 10048705 and whose registered office is located at 8 The Chase, London SW4 0NH or its authorised auctioneer, as appropriate;

"Bidder" means a person participating in bidding at the auction;

"Bidding Platform" means the bidding platform on which an auction isheld operated by the Auctioneer, or by a third party service provider on the Auctioneer's behalf;

"Buyer" means the person who makes the highest bid for a Lot accepted by the Auctioneer;

"Deliberate Forgery" means:

- (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source;(b) which is described in the catalogue as being the work of a particular creator without qualification; and
- (c) which at the date of the auction had a value materially less than it would have had if it had been as described;

"Exclusively Online Auction" means only an auction held exclusively over the Website or Bidding Platform and where we have not made the Goods available for viewing or inspection. NB this does not apply for any auctions, howsoever held, where we have made the Goods available for inspection;

"Hammer Price" means the level of the highest bid accepted by the Auctioneer for a Lot by the fall of the hammer:

"Lot(s)" means the goods that we offer for sale at our auctions;

"Premium" means the fee that we will charge you on yourpurchase of a Lot to be calculated as set out in Clause 5;

"Reserve" means the minimum hammer price at which a Lot may be sold;

"Sale Proceeds" means the net amount due to the Seller;

"Seller" means the persons who consign Lots for sale at our auctions;

"Terms of Consignment" means the terms on which we agree to offer Lots for sale in our auctions as agent on behalf of Sellers;

"Terms of Sale" means these terms of sale, as amended or updated from time to time;

"Total Amount Due" means the Hammer Price for a Lot, the Premium, any applicable artist's resale right royalty, any VAT or import duties due and any additional charges payable by a defaulting buyer under these Terms of Sale;

"Trader" means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf;

"VAT" means Value Added Tax or any equivalent sales tax; and

"Website" means our website available at www.forumauctions.co.uk.

In these Terms of Sale, the words 'you', 'yours', etc. refer to you as the Buyer. The words "we", "us", etc. refer to the Auctioneer. Any reference to a 'Clause' is to a clause of these Terms of Sale unless stated otherwise.

. Information that we are required to give to Consumers

- 1.1 A description of the main characteristics of each Lot as contained in the auction catalogue.
- 1.2 Our name, address and contact details as set out herein, in our auction catalogues and/or on our Website.
- 1.3 The price of the Goods and arrangements for payment as described in Clauses 6 and 8.
- 1.4 The arrangements for collection of the Goods as set out in Clauses 7 and 8.
- 1.5 Your right to return a Lot and receive a refund if the Lot is a Deliberate Forgery as set out in Clause 12.
- 1.6 We and Trader Sellers have a legal duty to supply any Lots to you in accordance with these Terms of Sale.
- 1.7 If you have any complaints, please send them to us directly at the address set out on our Website.

2. Bidding procedures and the Buyer

- 2.1 You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us.
- 2.2 We strongly recommend that you either attend the auction in person or inspect the Lots prior to bidding at the auction. You are responsible for your decision to bid for a particular Lot. If you bid on a Lot, including by telephone and online bidding, or by placing a commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition.
- 2.3 If you instruct us in writing, we may execute commission bids on your behalf. Neither we nor our employees or agents will be responsible for any failure to execute your commission bid. Where two or more commission bids at the same level are recorded we have the right, at our sole discretion, to prefer one over others.
- 2.4 The Bidder placing the highest bid accepted by the Auctioneer for a Lot will be the Buyer at the Hammer Price. Any dispute about a bid will be settled at our sole discretion. We may reoffer the Lot during the auction or may settle any dispute in another way. We will act reasonably when deciding how to settle the dispute.
- 2.5 Bidders will be deemed to act as principals, even if the Bidder is acting as an agent for a third party.
- 2.6 We may bid on Lots on behalf of the Seller up to one bidding increment (as set at our sole discretion) below the Reserve.
- 2.7 We may at our sole discretion refuse to accept any bid.
- 2.8 Bidding increments will be set at our sole discretion.

3. The purchase price

As Buyer, you will pay:

- a. the Hammer Price;
- a premium of 25% of the Hammer Price up to a Hammer Price of £50,000 plus 20% of the Hammer Price from £50,001 to £1,000,000 plus 12% of the Hammer Price exceeding £1,000,000;

- c. any VAT, Import VAT or other duties applicable to the Lot;
- d. any artist's resale right royalty payable on the sale of the Lot; and

4. VAT and other duties

- 4.1 You shall be liable for the payment of any VAT and other duties applicable on the Hammer Price and premium due for a Lot. Please see the symbols used in the auction catalogue for that Lot and the "Information for Buyers" in our auction catalogue for further information.
- 4.2 We will charge VAT and other duties at the current rate at the date of the auction.

5. The contract between you and the Seller

- 5.1 The contract for the purchase of the Lot between you and the Seller will be formed when the hammer falls accepting the highest bid for the Lot at the auction.
- 5.2 You may directly enforce any terms in the Terms of Consignment against a Seller to the extent that you suffer damages and/or loss as a result of the Seller's breach of the Terms of Consignment.
- 5.3 If you breach these Terms of Sale, you may be responsible for damages and/or losses suffered by a Seller or us. If we are contacted by a Seller who wishes to bring a claim against you, we may at our discretion provide the Seller with information or assistance in relation to that claim.
- 5.4 We normally act as an agent only and will not have any responsibility for default by you or the Seller (unless we are the Seller of the Lot).
- 5.5 For Exclusively Online Auction only, Clauses 16 and 17 may apply

6. Payment

- 6.1 Following your successful bid on a Lot you will:
 - 6.1.1 immediately give to us, if not already provided to our satisfaction, proof of identity in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations); and
 - 6.1.2 pay to us within 5 working days the Total Amount Due in any way that we agree to accept payment or in cash (for which there is an aggregate upper limit of 15,000 euros for all purchases made in any auction).
- 6.2 If you owe us any money, we may use any payment made by you to repay prior debts before applying such monies towards your purchase of the Lot(s).

7. Title and collection of purchases

- 7.1 Once you have paid us in full the Total Amount Due for any Lot, ownership of that Lot will transfer to you. You may not claim or collect a Lot until you have paid for it.
- 7.2 You will (at your own expense) collect any Lots that you have purchased and paid for not later than 10 business days following the day of the auction; or
- 7.3 If you do not collect the Lot within this time period, you will be responsible for removal, storage and insurance charges in relation to that Lot which will be no less than £1.50 per Lot per day.
- 7.4 Risk of loss or damage to the Lot will pass to you at the fall of the Hammer or when you have otherwise purchased the Lot.
- 7.5 If you do not collect the Lot that you have paid for within forty-five days after the auction, we may sell the Lot. We will pay the proceeds of any such sale to you, but will deduct any storage charges or other sums that we have incurred in the storage and sale of the Lot. We reserve the right to charge you a selling commission at our standard rates on any such resale of the Lot.

8. Remedies for non-payment or failure to collect purchases

- 8.1 Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Terms of Sale will apply to you. This means that you will have to carry out your obligations set out in these Terms of Sale. If you do not comply with these Terms of Sale, we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures:
 - 8.1.1 take action against you for damages for breach of contract;
 - 8.1.2 reverse the sale of the Lot to you and/or any other Lots sold by us to you;
 - 8.1.3 resell the Lot by auction or private treaty (in which case you will have to pay any difference between the Total Amount Due for the Lot and the price we sell it for as well as the charges outlined in Clause 9.5). Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller;
 - 8.1.4 remove, store and insure the Lot at your expense;
 - 8.1.5 if you do not pay us within 10 business days of your successful bid, we may charge interest at a rate not exceeding 1.5% per month on the Total Amount Due:
 - 8.1.6 keep that Lot or any other Lot sold to you until you pay the Total Amount Due:
 - 8.1.7 reject or ignore bids from you or your agent at future auctions or impose conditions before we accept bids from you; and/or
 - 8.1.8 if we sell any Lots for you, use the money made on these Lots to repay any amount you owe us.
- 8.2 We will act reasonably when exercising our rights under Clause 10.1. We will contact you before exercising these rights and try to work with you to correct any non-compliance by you with these Terms of Sale.

9. Health and safety

Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Please note the lay-out of the premises and security arrangements. Neither we nor our employees or agents are responsible for the safety of you or your property when you visit our premises, unless you suffer any injury to your person or damage to your property as a result of our, our employees' or our agents' negligence.

10. Warranties

- 10.1 The Seller warrants to us and to you that:
 - 10.1.1 the Seller is the true owner of the Lot for sale or is authorised by the true owner to offer and sell the lot at auction;
 - 10.1.2 the Seller is able to transfer good and marketable title to the Lot, subject to any restrictions set out in the Lot description, to you free from any third party rights or claims; and
 - 10.1.3 as far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by the Auctioneer at the auction) are correct. For the avoidance of doubt, you are solely responsible for satisfying yourself as to the condition of the Lot in all respects.
- 10.2 If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us in writing. Neither we nor the Seller will be liable, under any circumstances, to pay you any sums over and above the Total Amount Due and we will not be responsible for any inaccuracies in the information provided by the Seller except as set out below.

- 10.3 Please note that many of the Lots that you may bid on at our auction are second-hand.
- 10.4 If in an Exclusively Online Auction a Lot is not second-hand and you purchase the Lot as a Consumer from a Seller that is a Trader, a number of additional terms may be implied by law in addition to the Seller's warranties set out at Clause 11.1 (in particular under the Consumer Rights Act 2015). These Terms of Sale do not seek to exclude your rights under law as they relate to the sale of these Lots.
- 10.5 Save as expressly set out above, all other warranties, conditions or other terms which might have effect between the Seller and you, or us and you, or be implied or incorporated by statue. common law or otherwise are excluded.

11. Descriptions and condition

- 11.1 Our descriptions of the Lot will be based on: (a) information provided to us by the Seller of the Lot (for which we are not liable); and (b) our opinion (although we do not warrant that we have carried out a detailed inspection of each Lot).
- 11.2 We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot.
- 11.3 Representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion will be honestly and reasonably held, subject always to the limitations in 11.1, and accept liability for opinions given negligently or fraudulently.
- 11.4 Please note that Lots (in particular second-hand Lots) are unlikely to be in perfect condition.
 - 11.4.1 Lots are sold "as is" (i.e. as you see them at the time of the auction). Neither we nor the Seller accept any liability for the condition of second-hand Lots or for any condition issues affecting a Lot if such issues are included in the description of a Lot in the auction catalogue (or in any saleroom notice) and/or which the inspection of a Lot by the Buyer ought to have revealed.
 - 13.4.2 In the case of Exclusively Online Auctions the provisions of Clauses 17 and 18 may apply

12. Deliberate Forgeries

- 12.1 You may return any Lot which is found to be a Deliberate Forgery to us within twelve months of the auction provided that you return the Lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the Lot from the relevant catalogue description and a written statement of defects prepared by an accredited expert.
- 12.2 If we are reasonably satisfied that the Lot is a Deliberate Forgery, we will refund the money paid by you for the Lot (including any Premium and applicable VAT) provided that if:
 - 12.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction; or
 - 12.2.2 you personally are not able to transfer good and marketable title in the Lot to us, you will have no right to a refund under this Clause 12.2.
- 12.3 If you have sold the Lot to another person, we will only be liable to refund the Total Amount Due for the Lot. We will not be responsible for repaying any additional money you may have made from selling the Lot or any other costs you have incurred in relation to the Lot save for those Lots purchased in exclusively online auctions from a Trader.

12.4 Your right to return a Lot that is a Deliberate Forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Terms of Sale.

13. Our liability to you

- 13.1 We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction.
- 13.2 In addition to the above, neither we nor the Seller shall be responsible to you and you shall not be responsible to the Seller or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, all of we, you and the Seller knew it might happen.
- 13.3 Subject to Clause 13.4, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the Total Amount Due as paid by you to us for any Lot.
- 13.4 Notwithstanding the above, nothing in these Terms of Sale shall limit our liability (or that of our employees or agents) for:
 - 13.4.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977):
 - 13.4.2 fraudulent misrepresentation; or
 - 13.4.3 any liability which cannot be excluded by law.

14. Notices

- 14.1 All notices between you and us regarding these Terms of Sale must be in writing and signed by or on behalf of the party giving it.
- 14.2 Any notice referred in these Terms of Sale may be given:
 - 14.2.1 by delivering it by hand;
 - 14.2.2 by first class pre-paid post or Recorded Delivery; or
 - 14.2.3 by email, provided that a copy is also sent by pre-paid post or Recorded Delivery.
- 14.3 Notices must be sent as follows:
 - 14.3.1 by hand or registered post:
 - b. to us, at our address set out in these Terms of Sale or at our registered office address appearing on our Website; and
 - a. to you, at the last postal address that you have given to us as your contact address in writing; or
 - 14.3.2 by email:
 - a. to us, at the following email addresses: info@forumauctions.co.uk and office@forumauctions.co.uk
 - b. to you, by sending the notice to any email address that you have given to us as your contact email address.
- 14.4 Notices will be deemed to have been received:
 - 14.4.1 if delivered by hand, on the day of delivery;
 - 14.4.2 if sent by first class pre-paid post or Recorded Delivery, two business days after posting, exclusive of the day of posting; or
 - 14.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt (provided that a copy has also been sent by pre-paid post or Recorded Delivery).

14.5 Any notice or communication given under these Terms of Sale will not be validly given if sent by fax, email (unless also delivered Recorded Delivery), any form of messaging via social media or text message.

15. Data Protection

We will hold and process any personal data in relation to you in accordance with the principles underlying the Data Protection Act. Our registration number with the Information Commissioner is ZA178875.

16. Conditional Right to cancel following an Exclusively Online Auction only

- 16.1 If you are contracting as a Consumer and the Seller of a Lot is a Trader, you will have a statutory right to cancel your purchase of that Lot if you change your mind for any reason. The provisions below set out your legal right to cancel. Further advice about your legal right to cancel your purchase is available from your local Citizens Advice Bureau or Trading Standards office.
- 16.2 You may cancel your purchase at any time from the date of the Order Confirmation up to the end of the fourteenth day after the day of collection of the Lot by you or the person specified by you for collection (e.g. if you receive an Order Confirmation on 1 January and you collect a Lot on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January).
- 16.3 To cancel your purchase, you must inform us of your intention to cancel it. The easiest way to do so is to complete the model cancellation form attached to your Order Confirmation. If you use this method, we will email you to confirm that we have received your cancellation. Alternatively, you can email us at office@forumauctions.co.uk. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us.
- 16.4 If you exercise your right to cancel your purchase, you will receive a refund of the Total Amount Due paid for the Lot in accordance with Clause 17. When exercising the cancellation right, you must return the Lots to us immediately at your own cost (as set out below).
- 16.5 Following purchasing of Lots, you are entitled to a reasonable opportunity to inspect the Lots (which will include removing them from their packaging and inspecting them). At all times, you must take reasonable care of the Lots and must not let them out of your possession. If you are in breach of your obligations to take reasonable care of the Lots in this Clause 18.5, we will have a claim against you and may deduct from the refund costs incurred by us as a result of the breach.
- 16.6 Details of this statutory right, and an explanation of how to exercise it, are also provided in the Order Confirmation. This provision does not affect your statutory rights.
- 16.7 The cancellation right described in this Clause is in addition to any other right that you might have to reject a Lot, for instance because it is a Deliberate Forgery as set out in Clause 12.

17. Exercising the right to cancel following an Exclusively Online Auction only

- 17.1 Where you have validly returned a Lot to us under your right of cancellation described in Clause 16, we will refund the full amount paid by you for the Lot.
- 17.2 Please note that we are permitted by law to reduce your refund to reflect any reduction in the value of the Lot, if this has been caused by your handling of the Lot in a way contrary to the conditions specified in these terms or which would not be permitted during a pre-sale exhibition held prior to an auction. If we refund you the price paid before we are able to inspect the Lot and later discover you have handled

the Lot in an unacceptable way, you must pay us an appropriate amount.

- 17.3 You will be responsible for returning the Lot to us at your own cost.
- 17.4 We will process any refund due to you within the deadlines below:
 - 17.4.1 if you have collected the Lot but have not returned it to us: fourteen days after the day on which we receive the Lot back from you or, if earlier, the day on which you provide us with evidence that you have sent the Lot back to us: or
 - 17.4.2 if you have not collected the Lot or you have already returned the Lot to us: fourteen days after you inform us of your decision to cancel the Contract.
- 17.5 We will refund you using the same means of payment that you used for the transaction.
- 17.6 Legal ownership of a Lot will immediately revert to the Seller if we refund any such payment to you.
- 17.7 For further information on how to return Lots to us, please get in touch with us using the contact details provided on our Website.

18. General

- 18.1 We may at our sole discretion, though acting reasonably, refuse admission to our premises or attendance at our auctions by any person.
- 18.2 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Terms of Sale may be used by either us, our employees or agents, or the Seller, its employees or agents, as appropriate. Other than as set out in this Clause, these Terms of Sale are between you and us and no other person will have any rights to enforce any of these Terms of Sale.
- 18.3 We may use special terms in the catalogue descriptions of particular Lots. You must read these terms carefully along with any glossary provided in our auction catalogues.
- 18.4 Each of the clauses of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 18.5 We may change these Terms of Sale from time to time, without notice to you. Please read these Terms of Sale for every sale in which you intend to bid carefully, as they may be different from the last time you read them.
- 18.6 Except as otherwise stated in these Terms of Sale, each of our rights and remedies are: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Sale or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Sale is not a waiver of that or any other right. Partial exercise of any right under these Terms of Sale will not preclude any further or other exercise of that right or any other right under these Terms of Sale. Waiver of a breach of any term of these Terms of Sale will not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 18.7 These Terms of Sale and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Forum Auctions Ltd June 2016





In association with:



