



Southampton
Hospitals
Charity
Charity Registration Number: 1206909

Light the South Sculpture Sale

Terms and conditions

Introduction

The Light the South sculpture sale is managed by Southampton Hospitals Charity registered charity number 1206909 (known hereafter as Southampton Hospitals Charity).

Data Protection

By expressing interest in purchasing a Light the South sculpture, you are consenting to allow Southampton Hospitals Charity, registered charity number 1206909, to contact you and acknowledge that Wild in Art and Southampton Hospitals Charity will process your personal data in accordance with their Privacy Policies for the purposes of administering the Light the South sculpture sale.

Your data will be stored and shared in accordance 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 Privacy Notice](#)
2. [Southampton Hospitals Charity Privacy Policy](#)

Buyer's Guide

1. Introduction

This Buyer's Guide contains a brief overview of the Light the South sale process and the terms under which Lots are made available for sale. Please read the Buyer's Guide and the Terms and Conditions of Sale carefully. By making an offer to purchase a sculpture, 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:

Sale - A sale managed by Southampton Hospitals Charity.

Seller – Southampton

Buyer - The person or organisation making an offer for a Lot accepted by Southampton Hospitals Charity, including a principal making an offer as agent.

Guarantee of Authenticity – Southampton Hospitals Charity and WIA guarantee that the items sold are the Light the South sculptures created by artists, displayed at the Light the South live trail and Farewell Event and sold to raise money for Southampton Hospitals Charity.

Lot - Individual item listed in the Catalogue.

Purchase Price - The price agreed by the Buyer and Seller.

1: Pre-sale

- 1.1 All the available sculptures can be previewed, strictly by appointment. The available full sized sculptures are in storage in Southampton; the available Little Lights can be viewed by appointment at the Southampton Hospitals Charity office.
- 1.2 Without any liability, Southampton Hospitals Charity can provide shipping estimates before a sale is completed. A potential Buyer requiring this information should email hello@southamptonhospitalscharity.org and include the Lot number and shipping address. Southampton Hospitals Charity will liaise with our Delivery Partner to provide a quote.
- 1.3 If delivery is requested, invoices for the delivery of sculptures will be sent by our Delivery Partner.
- 1.4 If the Buyer is based outside the United Kingdom, the Buyer should ensure in advance of the Sale that the Lot can be exported from the UK and imported into the country of destination. No sale will be cancelled because the Lot may not be imported into the country of destination.



**Southampton
Hospitals
Charity**

Charity Registration Number: 1206909

- 1.5 Southampton Hospitals Charity is not able to advise on exportation providers but will work with Buyers to source quotes, if required.

2. Sales

- 2.1 Southampton Hospitals Charity may accept or decline offers at its entire discretion.
- 2.2 Southampton Hospitals Charity will raise invoices for each sale and these will be sent to the successful Buyer by email. The invoice will show the Price to be to be paid, and identify the Lot purchased.
- 2.3 Payment is due within 5 working days of the invoice being issued. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000), bankers draft or cash (up to a maximum of £5,000). Southampton Hospitals Charity does not accept American Express cards.
- 2.4 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.

3. Shipping and storage

- 3.1 The Buyer is responsible for organising delivery or collection of their purchase and Lots must be collected within 5 days of the funds for the full purchase price clearing unless other agreed in writing with Southampton Hospitals Charity.
- 3.2 The Buyer will be responsible for paying the daily storage cost of £250 per day from the 6th day after Southampton Hospitals Charity has received the full purchase price in cleared funds.
- 3.3 Southampton Hospitals Charity can provide a quote for delivery/shipping via our Delivery Partner – please email us at hello@southamptonhospitalscharity.org
- 3.4 A Buyer who wishes to collect their sculpture must contact Southampton Hospitals Charity by email at hello@southamptonhospitalscharity.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 collectionSouthampton Hospitals Charity 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 Southampton Hospitals Charity. By registering to sale and participate in the Light the South Sale, 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 <https://lts.wildinartSales.com>

1. Interpretation

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

2. Definitions

The following words in these Terms and Conditions mean:

Sale - A sale managed by Southampton Hospitals Charity.

Seller – Southampton

Buyer - The person or organisation making an offer for a Lot accepted by Southampton Hospitals Charity, including a principal making an offer as agent.

Guarantee of Authenticity – Southampton Hospitals Charity and WIA guarantee that the items sold are the Light the South sculptures created by artists, displayed at the Light the South live trail and Farewell Event and sold to raise money for Southampton Hospitals Charity.

Lot - Individual item listed in the Catalogue.

Purchase Price - The price agreed by the Buyer and Seller.

3. Catalogue descriptions and condition of Lots

- 3.1 All Lots are sold subject to their condition at the date of the Sale. By making an offer, the Buyer accepts the actual condition of the Lot and acknowledges that if a sale is successful, the Buyer will buy the Lot ‘as is’.
- 3.2 Southampton Hospitals Charity cannot guarantee that colours are properly shown in the Sale catalogue. All Lots are sold ‘as is’. Buyers are encouraged to inspect Lots and satisfy themselves as to condition before buying. Sculptures are available to view in person, strictly by appointment. Please email hello@southamptonhospitalscharity.org to make an appointment.



**Southampton
Hospitals
Charity**

Charity Registration Number: 1206909

4. Sales

- 4.1 Southampton Hospitals Charity reserves the right to reject any sale. Buyers must be 18 or over and have sufficient funds to cover any sales made.
- 4.2 All sales must be made in Pounds Sterling and are exclusive of VAT.
- 4.3 Southampton Hospitals Charity has the right to exercise reasonable discretion in refusing any sale, and in the case of error or dispute after the sale, continuing the buying, cancelling the sale or re-offering and reselling the Lot in dispute. The sale record maintained by Southampton Hospitals Charity will be conclusive.
- 4.4 When making a sale, every Buyer acknowledges that such sale is a binding offer to buy the Lot at that price (plus any and all shipping charges, import duties/taxes, storage and other costs). If the Buyer is using an agent, Southampton Hospitals Charity must have written authorization from the Buyer to confirm the agent is authorized to bind the Buyer to the sale and that the Buyer has been made aware of and accepts these Conditions.
- 4.5 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.

5. After the Sale

- 5.1 Southampton Hospitals Charity will raise invoices for each successful Sale and these will be sent to the successful Buyers by email.
- 5.2 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 Southampton Hospitals Charity.
- 5.3 Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when Southampton Hospitals Charity is completely satisfied that all monies owing have been paid in full.
- 5.4 Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000), 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. Southampton Hospitals Charity does not accept American Express cards.
- 5.5 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.

- 5.6 The Buyer will not acquire title to the Lot until all amounts due to Southampton Hospitals Charity from the Buyer have been received by Southampton Hospitals Charity in cleared funds even in circumstances where Southampton Hospitals Charity has released the Lot to the Buyer.
- 5.7 In the event of default by the Buyer, Southampton Hospitals Charity may take one or more of the following actions:
- 5.7.1. hold the Buyer liable total amount due and commence legal proceedings for its recovery together with interest, legal for the fees and costs to the fullest extent permitted under applicable law;
 - 5.7.2. cancel the sale;
 - 5.7.3. resell the Lot publicly or privately on such terms as Southampton Hospitals Charity shall think fit;
 - 5.7.4 take such other action as Southampton Hospitals Charity deem necessary or appropriate. If Southampton Hospitals Charity resells the Lot under condition 5.7.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to Southampton Hospitals Charity 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.
- 5.8 Southampton Hospitals Charity 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 Southampton Hospitals Charity shall reasonably require. Subject to this, the Buyer shall collect, or have shipped or collected for shipment, purchased Lots within 7 calendar days from the date of the sale unless otherwise agreed between Southampton Hospitals Charity and the Buyer. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).
- 5.9 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 Southampton Hospitals Charity 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 Southampton Hospitals Charity and in those circumstances the Buyer will be charged and will pay storage costs and Southampton Hospitals Charity's additional reasonable costs and expenses.
- 5.10 It is the Buyer's responsibility to ensure that any Lot purchased from Southampton Hospitals Charity 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 neither Southampton Hospitals Charity or Wild in Art shall have any obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.
- 5.11 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 Southampton Hospitals Charity's payment terms nor Southampton Hospitals Charity's right to charge interest or storage charges on late collections.



**Southampton
Hospitals
Charity**

Charity Registration Number: 1206909

6. Use of information

- 6.1 By purchasing a sculpture you are consenting to allow Wild in Art and Southampton Hospitals Charity (registered charity number 1206909) to process your personal data for the purposes of administering the Sale. Southampton Hospitals Charity and Wild in Art will not contact you for any other reason unless you opt-in to receive additional communications.
- 6.2 You will find further details about Privacy Policies for WIA, Southampton Hospitals Charity and details about how we process personal data and how to exercise your privacy rights on Page 1 of the Buyers Guide.

7. Terms of Guarantee of Authenticity

- 7.1 Southampton Hospitals Charity guarantees that the sculptures sold are the Light the South Sculptures created by artists for the purposes of raising money for Southampton Hospitals Charity.
- 7.2 Except as expressly provided in these Conditions Southampton Hospitals Charity 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.

8. Intellectual property rights

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

9. Events outside our control

Southampton Hospitals Charity 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 Southampton Hospitals Charity'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. Southampton Hospitals Charity'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.

10. Other important terms

- 10.1 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.
- 10.2 The contract is between the Buyer and Southampton Hospitals Charity and no other person shall have any rights to enforce any of its terms.
- 10.3 If Southampton Hospitals Charity 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 Southampton Hospitals Charity has waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.
- 10.4 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.