Pride of Yorkshire Auction
Sunday 11 & Sunday 18 October 2026

CONDITIONS OF SALE

The nature of the relationship between Sheffield Children's Hospital Charity as the seller, the auctioneer and bidders and the terms on which the auction is held are set out below.

Bidders' attention is specifically drawn to Conditions 3 and 4 below, which require them to carry out their own investigations into each of the Lots prior to bidding and which contain specific limitations and exclusions of the legal liability of the Auctioneer and Seller.

Bidders, as prospective purchasers should pay particular attention to these Conditions.

1. Introduction

(a) A Contract of Sale is made directly between Sheffield Children's Hospital Charity and the Buyer upon the fall of the hammer.

(b) Personal information will be processed in accordance with Sheffield Children's Hospital Charity's Privacy Policy, which can be found at https://sheffieldchildrens.org/privacy/#. This privacy policy governs the use of personal information. It sets out the types of personal information collected, the reasons it is collected, how it is used, where it may be passed on to any third parties, in what circumstances, and for what reasons, and any other relevant information relating to the use and/or processing of personal information and rights in relation to personal information.

2. Common Terms

In these Conditions of Sale:

"Pride of Yorkshire Auction" is the event that is owned and managed by Sheffield Children's Hospital Charity.

"Bidder" is any person, making or attempting to make a bid, by whatever means, and includes Buyers. The bidder can bid in person or instruct an agent to do so on their behalf;

"Buyer" means the person whose bid is accepted by the Auctioneer as the winning bid, subject to any Reserve and the Auctioneer's rights under these Conditions.

"Contract of Sale" is the contract between the Buyer and the Seller in respect of the sale and purchase of a Lot.

"Expenses" are any costs or expenses due from the Buyer.

"Hammer Price" is the highest bid accepted by the auctioneer by the fall of the hammer, or in the case of a post-auction sale, the agreed sale price between the Seller and the Buyer;

"Purchase Price" is the Hammer Price.

“Reserve” is the (confidential) minimum Hammer Price at which the Seller has agreed to sell a Lot;

“Seller” – Sheffield Children’s Hospital Charity, Registered Charity Number 505002 Registered address – Sheffield Children’s Hospital Charity, Western Bank, Sheffield S10 2TH – Sheffield Children’s Hospital Charity includes its trading subsidiary Theo Bear Trading Company Ltd

3. Duties of Bidders and Sheffield Children’s Hospital Charity in respect of items for sale

(a) Each Lot may or may not be available for inspection by Bidders prior to the auction. It is the responsibility of the Bidder to satisfy themselves as to both the condition of the Lot and the accuracy of its description.

(b) All Lots are offered for sale in the condition they are in at the time of the auction on 11 October 2026 or 18 October 2026. It is the Bidder’s responsibility to inspect Lots prior to purchase. This term applies whether or not Bidders are in attendance at the auction. Illustrations included in printed material and on the internet are for identification purposes only and will not convey full information as to the actual condition of Lots.

(c) Information provided to Bidders in respect of any Lot by Sheffield Children’s Hospital Charity, including any estimate, whether written or oral and including information in any catalogue, condition or other report, commentary, or valuation, is not a representation of fact but rather is a statement of opinion. Any estimate, commentary or report may not be relied on as a prediction of the selling price or value of the Lot and may be revised from time to time.

(d) No representations or warranties are made by Sheffield Children’s Hospital Charity whether any Lot is subject to copyright or whether the Buyer acquires copyright in any Lot.

4. Exclusions and limitations of liability

(a) In the light of the matters in Condition 3 above and subject to Conditions 4(c), Sheffield Children’s Hospital Charity:

> (i) shall not be liable for any errors or omissions in information provided to Bidders, whether orally or in writing, whether negligent or otherwise;
>
> (ii) does not give any guarantee or warranty to Bidders and all implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law)
>
> (iii) does not accept responsibility to any Bidders in respect of acts or omissions (whether negligent or otherwise) by Sheffield Children’s Hospital Charity in connection with the conduct of auctions or for any matter relating to the sale of any Lot.

(b) Without prejudice to Condition 4(a), any claim against Sheffield Children’s Hospital Charity by a Bidder is limited to the Purchase Price with regard to that Lot. Sheffield

Children's Hospital Charity shall under no circumstances be liable for any consequential losses.

(c) Nothing in this Condition 4 shall exclude or limit Sheffield Children's Hospital Charity's liability in respect of any fraudulent misrepresentation made by Sheffield Children's Hospital Charity, or in respect of death or personal injury caused by the negligent acts or omissions of Sheffield Children's Hospital Charity.

5. Bidding at Auction

(a) Sheffield Children's Hospital Charity have absolute discretion to refuse admission to the auction. Bidders act as principal unless they have Sheffield Children's Hospital Charity's prior written consent to bid as agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as agent.

(b) Sheffield Children's Hospital Charity advises Bidders to attend the auction if possible but will seek to carry out proxy and telephone bids that are in pound sterling and that in Sheffield Children's Hospital Charity's opinion, are clear and received sufficiently in advance of the sale of the Lot, endeavouring to ensure that the first received of identical written bids has priority.

6. Conduct of the Auction

(a) Unless otherwise specified, all Lots are offered subject to a Reserve, which shall be no higher than the low presale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any Lot, re-offer a Lot for sale (including after the fall of the hammer) if they believe there may be an error or dispute, and take such other action as they reasonably think fit.

(c) The auctioneer will commence and advance the bidding at levels and in increments they consider appropriate and is entitled to place a bid or series of bids on behalf of Sheffield Children's Hospital Charity up to the Reserve on the Lot, without indicating they are doing so and whether or not other bids are placed.

(d) Subject to Condition 6(b), the Contract for Sale is formed on the fall of the auctioneer's hammer, whereupon the Buyer becomes liable to pay the Purchase Price.

(e) Any post-auction Contract for Sale of Lots offered at auction shall incorporate these Conditions as if sold in the auction room.

7. Payment and Collection

(a) The Buyer's obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.

(b) Unless agreed in writing by Sheffield Children's Hospital Charity, you must pay all sums to Sheffield Children's Hospital Charity in the currency in which the sale was conducted in cleared funds by the 7th working day after the date the Contract for Sale was made. Payment must be made to Sheffield Children's Hospital Charity by cheque, bankers draft, cash, credit card or debit card unless otherwise agreed with you in writing by Sheffield Children's

Hospital Charity.

(c) Title in a purchased Lot will not pass until Sheffield Children's Hospital Charity has received the Purchase Price for that Lot in cleared funds. Sheffield Children's Hospital Charity are not obliged to release a Lot to the Buyer until the title of the Lot has passed. Any earlier release does not affect the passing of title or the Buyer's unconditional obligation to pay the Purchase Price.

(d) The Buyer is responsible for organising delivery of their purchase and Lots must be collected within 7 days after the Purchase Price has been received in cleared funds, unless otherwise agreed in writing with Sheffield Children's Hospital Charity. The Buyer will be responsible for paying the daily storage cost of £20 per day from the 7th day after Sheffield Children's Hospital Charity has received the full purchase price in cleared funds.

Failure to collect a Lot within 14 days of the full purchase price in cleared funds being received by Sheffield Children's Hospital Charity, unless a written agreement has been made with Sheffield Children's Hospital Charity prior to this date, could result in Sheffield Children's Hospital Charity retaining the title of the Lot and the decision regarding this will be at Sheffield Children's Hospital Charity's discretion. Purchased Lots are at the Buyer's risk (and therefore their sole responsibility for insurance) immediately upon Purchase Price being received by Sheffield Children's Hospital Charity in cleared funds.

8. Failure to pay for the Lot

(a) If the Purchase Price for a Lot is not paid to Sheffield Children's Hospital Charity in full in accordance with the Contract for Sale, Sheffield Children's Hospital Charity will be entitled, without further notice to the Buyer, to exercise one or more of the following rights):

(1) To terminate immediately the Contract of Sale of the Lot for the Buyer's breach of contract
(2) To re-sell the Lot by auction, private treaty or any other means on giving seven days written notice to the Buyer of the intention to resell
(3) To retain possession of the Lot
(4) To remove and store the Lot at the Buyer's expense
(5) To take legal proceedings against the Buyer for any sum due under the Contract for Sale and/or damages for the breach of contract
(6) To be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the Bank of England base rate from time to time to be calculated on a daily basis from the date upon which said monies become payable until the date of the actual payment

9. The Seller's liability

(a) The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.

(b) The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy of the Lot or any entry or estimate in relation to the Lot.

10. General

(a) All images and other materials produced for the auction are the copyright of Sheffield Children's Hospital Charity, for use at the discretion of Sheffield Children's Hospital Charity.

(b) Should any provision of these Conditions of Sale be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

(c) These Conditions of Sale are not assignable by any Buyer without Sheffield Children's Hospital Charity's prior written consent, but are binding on Buyers' successors, assigns and representatives. No act, omission or delay by Sheffield Children's Hospital Charity shall be deemed a waiver or release of any of its rights.

11. Law and Jurisdiction

(a) Governing Law
These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by and interpreted in accordance with English law.

(b) Jurisdiction
For the benefit of Sheffield Children's Hospital Charity, all Bidders and Sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

(c) Service of Process
All Bidders and Sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted, at the last address of the Buyer or Seller known to Sheffield Children's Hospital Charity or any other usual address.