



Peter Rabbit™: Tales on the Tyne Grand Finale Auction Buyers Guide & Auctions Terms & Conditions

Tuesday 13th October 2026

Introduction

Peter Rabbit™: Tales on the Tyne Grand Finale Auction is managed by St Oswald's Hospice registered charity number 503386 (known hereafter as St Oswald's Hospice).

The Auctioneer is Anderson & Garland Auctioneers.

Peter Rabbit™: The Tales on the Tyne Grand Finale online auction is managed by Wild in Art (WIA) with St Oswald's Hospice and with online auction partner Bidpath.

Terms and Conditions

These Terms and Conditions of Sale ("Conditions") set out the legal relationship between the Buyer and St Oswald's Hospice. By registering to bid and participate in the Peter Rabbit™: Tales on the Tyne Grand Finale 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

<https://peterrabbit.wildinartauctions.com>

1. Interpretation

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

2. Use of information

- 2.1. By registering to bid at the Peter Rabbit™: Tales on the Tyne Grand Finale Auction you are consenting to allow Wild in Art and St Oswald's Hospice to contact you about the Peter Rabbit™: Tales on the Tyne Grand Finale Auction and to process your personal data for the purposes of administering the Peter Rabbit™: Tales on the Tyne Grand Finale Auction. St Oswald's Hospice 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.
- 2.2. 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 Peter Rabbit™: Tales on the Tyne Grand Finale Auction.

3. Terms of Guarantee of Authenticity

- 3.1. St Oswald's Hospice guarantee that the sculptures sold at the auction are the 40 Sculptures created by artists for the purposes of raising money for St Oswald's Hospice. Please note: not every statue from the trail is available for auction, check the auction guide for details.

Six of the sculptures did not appear on the trail and have been specifically commissioned as auction lots, these are clearly marked.

- 3.2. Except as expressly provided in these Conditions St Oswald's Hospice 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.

4. Intellectual property rights

- 4.1. The copyright in all images, illustrations and written material produced by or for Wild in Art and St Oswald's Hospice 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 St Oswald's Hospice and shall not be used by the Buyer, nor by anyone else, without Wild in Art and St Oswald's Hospice's written consent. Wild in Art and St Oswald's Hospice make no representation or warranty that the Buyer of a Lot will acquire any copyright or other reproduction rights in it.

5. Events outside our control

- 5.1 St Oswald's Hospice 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 St Oswald's Hospice'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. St Oswald's Hospice'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.

6. Other important terms

- 6.1. 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.
- 6.2. The contract is between the Buyer and St Oswald's Hospice and no other person shall have any rights to enforce any of its terms.
- 6.3. If St Oswald's Hospice 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 St Oswald's Hospice has waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.
- 6.4. 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.

Data Protection

By registering to bid at Peter Rabbit™: Tales on Tyne on the Tyne Grand Finale Auction you are consenting to allow Wild in Art and St Oswald's Hospice, registered charity number 503386 to contact you about the Tales on the Tyne Grand Finale Auction and acknowledge that Wild in Art and St Oswald's Hospice will process your personal data in accordance with their Privacy Notices for the purposes of administering the Peter Rabbit™: The Tales on the Tyne Grand Finale 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 Peter Rabbit™: The Tales on the Tyne Grand Finale Auction.

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 <<https://www.wildinart.co.uk/privacy-policy> >
2. St Oswald's Hospice [Privacy Policy | St Oswald's Hospice \(stoswaldsuk.org\)](https://www.stoswaldsuk.org/privacy-policy)
3. Anderson & Garland Auctioneers [Privacy Notice | Anderson & Garland Auctioneers \(andersonandgarland.com\)](https://www.andersonandgarland.com/privacy-notice)
4. Bidpath <<https://bidpath.com/privacy-policy/> >

Buyer's Guide

1. Introduction

This Buyer's Guide contains a brief overview of the Peter Rabbit™: The Tales on the Tyne Grand Finale 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 St Oswald's Hospice and Wild in Art.

Bidder - Any person, properly registered and approved by St Oswald's Hospice 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 – St Oswald's Hospice and WIA guarantee that the items sold at the auction are the Peter Rabbit™: The Tales on the Tyne sculptures created by artists, displayed at the Peter Rabbit™: The Tales on the Tyne event and sold to raise money for St Oswald's Hospice.

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 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 online at <https://peterrabbit.wildinartauctions.com> If a hard copy is required, please fill one in on the night.

3.1.3 We are not able to accept bids by telephone or by using an absentee, proxy or written bids. All bidders must complete a Bidder Registration Form at and bid either before or during the event.

- 3.1.4 Those who wish to bid in the Auction online must create a Wild in Art Auctions Account and register for the Peter Rabbit™: The Tales on the Tyne Grand Finale auction at <https://peterrabbit.wildinartauctions.com> The Online Auction Registration Form must be completed in full to comply with our due diligence checks.

3.2. Pre-Auction Viewing, catalogue descriptions and condition of Lots

- 3.2.1. 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'.
- 3.2.2. St Oswald's Hospice cannot guarantee that colours are properly shown in the Auction catalogue. All Lots are sold 'as is'. Bidders are encouraged to inspect Lots and satisfying themselves as to condition before bidding.
- 3.2.3. All the Lots can be previewed at the Farewell Weekend during the quiet hour. Please email hello@talesonthetyne.co.uk for access

3.3. Delivery or Collection of Artworks, Shipping & Storage

- 3.3.1. Without any liability, Quicksilver can provide shipping estimates before the Auction; a Bidder requiring this information should email move@qsmove.com including the Lot number and shipping address at least 3 working days before the start of the Auction. However delivery can also be estimated and arranged directly with Quicksilver on the night or up to 24 hours after the Auction.
- 3.3.2. If delivery is requested, invoices for the delivery of sculptures by Quicksilver will be raised by Quicksilver 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 the United Kingdom, the Bidder should ensure in advance of the Auction 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.
- 3.3.4. Wild in Art will work with any parties who wish to export their sculptures. We will be able to recommend third-party independent freight agents who can advise Bidders on relevant export licensing regulations and may assist with export license applications. Neither Wild in Art nor its freight agents can guarantee that any licenses, permits or consents will be granted. Any Bidder who may require this assistance needs to email hello@wildinart.co.uk at least 7 days before the Auction.
- 3.3.5. The Buyer is responsible for organising delivery or collection of their purchase and Lots must be collected within 7 days of the funds for the full purchase price clearing unless other agreed in writing with Quicksilver.
- 3.3.6. The purchaser will be responsible for paying a daily storage cost from the 7th working day after the Auction unless agreed otherwise by Quicksilver.
- 3.3.7. A Buyer who wishes to collect their sculpture must contact Quicksilver by email at move@qsmove.com 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

3.3.8. Quicksilver 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.

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 and in pounds sterling.

4.3.3. The auctioneer may accept bids from Bidders present in the sale room, or online at <https://peterrabbit.wildinartauctions.com>

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

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

4.3.6. St Oswald's Hospice 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.

4.3.7. 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 St Oswald's Hospice 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 St Oswald's Hospice and only then will St Oswald's Hospice and the Auctioneers regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirms that he is authorized to bind the third party and that the Buyer has been made aware of and accepts these Conditions.

5.4. Online bidding at <https://peterrabbit.wildinartauctions.com> is made available via Bidpath (a third party software company) and online bidding is subject to their respective terms of use.

5.5. 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, St Oswald's Hospice shall have no liability arising out of or related to any errors or omission in respect thereto.

- 5.6. 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 St Oswald's Hospice 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 St Oswald's Hospice websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art and St Oswald's Hospice publications of whatever nature. The participant releases Wild in Art and St Oswald's Hospice and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and St Oswald's Hospice 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.
- 5.7. 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. Successful bids

- 6.1.1. St Oswald's Hospice 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.
- 6.1.2. Title in the Lot will pass to the Buyer and the Lot will be made available for collection by the Buyer only when St Oswald's Hospice is completely satisfied that all monies owing have been paid in full.

6.2. Payment

- 6.2.1. Payment is due when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.
- 6.2.2. Unless agreed in writing with you by St Oswald's Hospice, you must pay all the sums in Pounds Sterling either on the evening upon winning the Lot or within 3 working days of the invoice being issued and you must ensure that the funds are cleared by the 4th working day from when the invoice was 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).
- 6.2.3. 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.
- 6.2.4. The Buyer will not acquire title to the Lot until all amounts due to St Oswald's Hospice from the Buyer have been received by St Oswald's Hospice in cleared funds even in circumstances where Quicksilver has released the Lot to the Buyer.

6.2.5. In the event of default by the Buyer, St Oswald's Hospice may take one or more of the following actions:

- 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;
- cancel the sale;
- resell the Lot publicly or privately on such terms as St Oswald's Hospice shall think fit;
- take such other action as St Oswald's Hospice deem necessary or appropriate. If St Oswald's Hospice resells the Lot the Buyer shall be liable for payment of any deficiency between the total amount originally due to St Oswald's Hospice 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.

6.2.6. St Oswald's Hospice 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 St Oswald's Hospice 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 St Oswald's Hospice, Quicksilver and the Buyer. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).

6.2.7. 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 St Oswald's Hospice 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 St Oswald's Hospice and in those circumstances the Buyer will be charged and will pay storage costs and St Oswald's Hospice or Quicksilver's additional reasonable costs and expenses.

6.2.8. It is the Buyer's responsibility to ensure that any Lot purchased from St Oswald's Hospice 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. The Buyer understands and agrees that WIA shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.

6.2.9. If the Buyer wishes to apply for an export license this does not affect or postpone the Buyer's obligation to make payment in accordance with St Oswald's Hospice's payment terms nor Quicksilver's right to charge interest or storage charges on late collections.