

## Your Legal Rights

### (a) Right to cancel the purchase of a lot.

- (i) If you are a **consumer** in accordance with the EU Consumer Rights Directive and habitually reside in the European Union and the seller is not a **consumer** (as identified in the **Sale Particulars**), you have the right to cancel the contract for the purchase of a **lot**, without giving any reason. If the seller is not identified as a **consumer**, the owner of the property immediately before the sale will be Christie's.

**consumer:** an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Such an individual may be described in a variety of ways in the **Sale Particulars**, for example: "private collection" or "distinguished gentleman" or "esteemed collector" or any other description of a similar nature.

- (ii) The cancellation period will expire 14 calendar days from the day after the date on which you, or a third party (other than the carrier and indicated by you) acquires, physical possession of the **lot**.
- (iii) To exercise the right to cancel you must inform **Christie's**, which is offering to sell the **lot** either as agent for the **seller** or as the owner of the **lot**, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation forms set out in paragraph (d) below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### (b) Effects of cancellation

- (i) If you cancel the contract, we will reimburse to you all payments received from you, including the costs of delivery but not any extra costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us; or any import duties we incur as a result of you returning the **lot** to us.
- (ii) We may make a deduction from the reimbursement for loss in value of any **lots** supplied, if the loss is the result of unnecessary handling by you.
- (iii) We will make the reimbursement without undue delay, and not later than: (aa) 14 calendar days after the day we receive back from you any **lot** supplied; or (bb) (if earlier) 14 calendar days after the day you provide evidence that you have returned the **lot**.
- (iv) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the **lot** back or you have supplied evidence of having sent back the **lot**, whichever is earliest.
- (v) You shall send back the **lot** or return it over to us at such address as we may specify for the purpose, without undue delay and in any event not later than 14 calendar days from the day after on which you communicate your cancellation from these **Conditions of Sale** to us. The deadline is met if you send back the **lot** before the period of 14 calendar days has expired. You will have to bear the direct costs of returning the **lot**. If we arranged for the **lot** to be delivered we estimate that the cost returning the **lot** by the same means is likely to be similar to the cost of delivery, but it is not possible for us to be more accurate as to this cost due to the many variables involved in our worldwide business model and the

means by which a return might be made. You are only liable for any diminished value of the **lot** resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the **lot**.

(c) **Right to cancel the contract for services.**

- (i) If you are a **consumer** and habitually live in the European Union you have the right to cancel the contract for services we provide to you in connection with your purchase of a lot but not the **contract** for the purchase of the **lot** itself, if you purchase a **lot** from a **consumer**. These services consist of: the opportunity to participate in the sale as a registered bidder; to be introduced to **lots** which may be of interest; and to view images and other information about the **lots**; and the delivery service for any **lot** which you purchase and which is to be delivered.
- (ii) You have the right to cancel the contract for this service within 14 calendar days without giving any reason.
- (iii) The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- (iv) To exercise the right to cancel you must inform us, the **Christie's** entity specified in the **Sale Particulars** which offers to sell the lot either as agent for the seller or as the owner of the **lot** of your decision to cancel this service by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form set out in paragraph (e) below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- (v) You request **Christie's** immediately to begin the performance of its services (including the delivery) during the cancellation period described above. If you cancel this contract, we will reimburse to you any payments received from you in respect of the service. However, since you have requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

(d) **Model form of cancellation – Purchase of the Lot**

To: Christie Manson & Woods Limited, 8 King Street, London SW1Y 6QT, United Kingdom I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*], Ordered on [*/received on [*], Name of consumer(s), Address of consumer(s), Signature of consumer(s) (only if this form is notified on paper), Date [*] Delete as appropriate
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(e) **Model form of cancellation – Provision of the services**

To: Christie's (insert the name of the company within Christie's Group and specified in the Sale Particulars which offers to sell the lot and whose contact details are set out in the Sale Particulars (these details will be sent to you by email following the sale and/or with the delivery of the lot):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract/for the provision of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate