



Music for the Senses Auction

Friday 12 September 2025

(For in person and online bidders)

Introduction

The Music for the Senses Auction is managed by Wild in Art.

The auction proceeds will go to the Forever Manchester Grassroots Music Fund, managed by Forever Manchester registered charity number 1017504.

The Music for the Senses online auction is managed by Wild in Art (WIA) with online auction partner Bidpath.

Data Protection

By registering to bid at Music for the Senses Auction you are consenting to allow Wild in Art and Forever Manchester, registered charity number 1017504 to contact you about the Music for the Senses auction and acknowledge that Wild in Art and Forever Manchester will process your personal data in accordance with their Privacy Notices for the purposes of administering the Music for the Senses auction.

If you indicate that you may want to make a Telephone Bid or an Absentee Bid, you are also consenting that this information will be provided to the Auctioneer for the purposes of administering the Music for the Senses 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 Music for the Senses 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.

After the auction, Wild in Art may get in touch with you using the contact details you provide to ask if you would like to hear more from them in the future. If you would prefer not to be contacted

for this purpose, please email hello@wildinart.co.uk using the subject line 'Music for the Senses AUCTION Stop Contact'.

After the auction, Forever Manchester may get in touch with you using the contact details you provide to ask if you would like to hear more from them in the future. If you would prefer not to be contacted for this purpose, please email info@forevermanchester.com using the subject line 'Music for the Senses AUCTION Stop Contact'.

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. Forever Manchester - <https://forevermanchester.com/privacy-policy>
3. Bidpath <<https://bidpath.com/privacy-policy/>>

Music for the Senses Terms and Conditions

These Terms and Conditions of Sale (“Conditions”) set out the legal relationship between the Buyer and Wild in Art. By registering to bid and participate in the Music for the Senses 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 musicforthesenses.co.uk/auction

1. Interpretation

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

2. Definitions

2.1. The following words in these Terms and Conditions mean:

Auction - A live sale by auction managed by Wild in Art.

Bidder - Any person, properly registered and approved by Wild in Art 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 – Wild in Art guarantee that the items sold at the auction are the guitars created by artists or donated by musicians, displayed as part of the Music for the Senses Auction event and sold to raise money for the Forever Manchester Grassroots Music Fund.

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. **VAT will be added to the final hammer price for each lot so please consider this when placing your bids.**

Lot - Individual item listed in the Auction Catalogue.

Purchase Price - The Hammer Price. The Hammer Price is subject to VAT so please consider this when placing your bids.

3. Catalogue descriptions and condition of Lots

3.1. 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. Wild in Art 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.

4. Before the Auction

4.1. In person Bidders attending the auction event must register using the Bidder Registration Form obtained from musicforthesenses.co.uk/auction in accordance with the Buyer's Guide see Bidder Registration. Those who wish to bid in the Auction online must create a Wild in Art Auctions Account and register for the Music for the Senses auction. The Online Auction Registration Form must be completed in full and the Bidder may be asked to provide photo identification or credit card information to comply with our due diligence checks. Personal information shall be used only in accordance with Condition 7 below.

5. During the Auction

5.1. Wild in Art 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.

5.2. All bids must be made in Pounds Sterling. **VAT will be added to the final hammer price for each lot so please consider this when placing your bids.**

5.3. 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 Wild in Art 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 Wild in Art and only then will Wild in Art 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. The Auctioneer will use reasonable efforts to execute written bids delivered before the Auction for Bidders unable to attend the auction in person, by an agent or by telephone or online. All such written bids must be made on Bidder Registration Form at musicforthesenses.co.uk/auction

5.5. If the Auctioneer receives written bids on a particular Lot for identical amounts, and at the auction these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first. In all other cases of equal bids, the winning Bidder shall be selected at random by drawing names from a hat or as otherwise determined by Wild in Art.

5.6. Online bidding at Music for the Senses Auction is made available via Bidpath (a third party software company) and online bidding is subject to their respective terms of use.

5.7. 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, Wild in Art shall have no liability arising out of or related to any errors or omission in respect thereto.

5.8. 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 Forever Manchester 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 Forever Manchester websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art and Forever Manchester publications of whatever nature. The participant releases Wild in Art and Forever Manchester and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and Forever Manchester 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. Once images are available on BID St Andrews of Wild in Art digital channels, BID St Andrews and Wild in Art are not responsible for the use of images by third parties. If you do not wish to be included in any photography or videos, please email hello@musicforthesenses.co.uk using the subject line 'Music for the Senses Auction No Photography or Video.'

5.9. 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. Wild in Art will raise invoices for each successful Bid and these will be sent to the successful Bidders by hand/email.

6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by Wild in Art, 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 Wild in Art.

6.3. Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when Wild in Art is completely satisfied that all monies owing have been paid in full.

6.4. 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.

6.5. 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.

6.6. The Buyer will not acquire title to the Lot until all amounts due to Wild in Art from the Buyer have been received by Wild in Art in cleared funds even in circumstances where Wild in Art has released the Lot to the Buyer.

6.7. In the event of default by the Buyer, Wild in Art may take one or more of the following actions:

6.7.1. 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;

6.7.2. cancel the sale;

6.7.3. resell the Lot publicly or privately on such terms as Wild in Art shall think fit;

6.7.4 take such other action as Wild in Art deem necessary or appropriate. If Wild in Art resells the Lot under condition 7.7.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to Wild in Art 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.

6.8. Wild in Art 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 Wild

in Art 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 Wild in Art NAME and the Buyer. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).

6.9. 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 Wild in Art 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 Wild in Art and in those circumstances the Buyer will be charged and will pay storage costs and Wild in Art's additional reasonable costs and expenses.

6.10. It is the Buyer's responsibility to ensure that any Lot purchased from Wild in Art 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 WIA shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.

6.11. 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 Wild in Art's payment terms nor Wild in Art's right to charge interest or storage charges on late collections.

7. Use of information

7.1. By registering to bid at the Music for the Senses Auction you are consenting to allow Wild in Art and Forever Manchester (registered charity number 1017504) to contact you about the Music for the Senses Auction and to process your personal data for the purposes of administering the Music for the Senses Auction.

7.2. If you indicate that you may want to make a Telephone Bid or an Absentee Bid, you are also consenting that this information will be provided to the Auctioneer for the purposes of administering the Music for the Senses Auction.

7.3. 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 Music for the Senses Auction.

7.4. After the auction, Wild in Art may get in touch with you using the contact details you provide to ask if you would like to hear more from them in the future. If you would prefer not to be contacted for this purpose, please email hello@wildinart.co.uk using the subject line 'Music for the Senses AUCTION Stop Contact'.

7.5. After the auction, Forever Manchester may get in touch with you using the contact details you provide to ask if you would like to hear more from them in the future. If you would prefer not to be

contacted for this purpose, please email info@forevermanchester.com using the subject line 'Music for the Senses AUCTION Stop Contact'.

You will find further details about Privacy Policies for Wild in Art, Forever Manchester and Bidpath and details about how we process personal data and how to exercise your privacy rights on Page 1 of the Buyers Guide.

8. Terms of Guarantee of Authenticity

8.1. Wild in Art guarantee that the guitars sold at the auction are the guitars created by artists or donated by musicians for the purposes of raising money for the Forever Manchester Grassroots Music Fund.

8.2. Except as expressly provided in these Conditions Wild in Art 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.

9. Intellectual property rights

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

10. Events outside our control

Wild in Art 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 Wild in Art '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. Wild in Art'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.

11. Other important terms

11.1. 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.

11.2. The contract is between the Buyer and Wild in Art and no other person shall have any rights to enforce any of its terms.

11.3. If Wild in Art 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 Wild in Art has waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.

11.4. 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.