



CONDITIONS OF SALE BY AUCTION

1. Conditions

These conditions, together with any special conditions printed in the auction catalogue ("Notices to Purchasers"), are the only terms and conditions subject to which Edward Symmons (the "Auctioneer") as agent for the vendor ("Vendor") will contract with buyers ("Buyers"). Bidding for any lot shall be deemed to be an acceptance of these conditions and any conditions in the Notices to Purchasers. If there is any inconsistency between any of these conditions and anything in the Notices to Purchasers, then those in the Notices to Purchasers shall prevail.

2. Inspection and Description

- 2.1 Buyers have a responsibility to make their own inspection and investigation of the lots at the times and at the premises specified in the auction catalogue, and to satisfy themselves on all matters affecting the lots, and to inspect and satisfy themselves prior to the sale, as to the condition and description of a lot, its fitness and suitability for purpose.
- 2.2 Goods are believed to be correctly described but all goods are sold with all faults, imperfections and errors of description.
- 2.3 Neither the Vendor nor the Auctioneer, their servants or agents makes or gives, nor has any person in the employment of the Auctioneer any authority to make or give, any representation or warranty in relation to any lots.

3. Limitation of Liability

- 3.1 Neither the Vendor nor the Auctioneer, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any lots purchased, errors of description in the auction catalogue, any mis-statements as to any matter affecting the lots or the failure of the lots to fulfil the functions for which they were intended
- 3.2 The Auctioneer's and the Vendor's total liability for breach of contract or negligence is limited to the Hammer Price.
- 3.3 Neither the Auctioneer nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise) incurred by the Buyer whatsoever.
- 3.4 Nothing in these conditions excludes or limits the liability of the Auctioneer or Vendor for death or personal injury caused by their negligence or fraudulent misrepresentation.
- 3.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

4. Conduct of Sale

The Auctioneer reserves the right in its absolute discretion to refuse admission to the saleroom and grounds to any person.

The conduct of the sale shall be at the Auctioneer's sole discretion and the Auctioneer reserves the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by the Auctioneer in his absolute discretion and whose decision shall be final and binding on all parties.

Each bidder will be asked to register his/her name and address at reception where he/she will be handed a "Bidder Number" under which to purchase.

The Vendor and the Auctioneer reserve the right to fix a reserve price for any lot.

No bid may be withdrawn after the fall of the hammer.

The Vendor may bid for any lot either personally or through the Auctioneer or by their agent acting on their behalf. Bidders and the Buyer acknowledge the rights of the Auctioneer and the Vendor set out in this condition and waive any claim they might have in this connection against the Auctioneer or the Vendor.

The Vendor or the Auctioneer have absolute discretion to withdraw consolidate or divide at any time any lot.

Commissioned bids for lots being sold may be left with the Auctioneers. Any prospective Buyer wishing the Auctioneer to bid on his behalf should complete the pro forma in the auction catalogue and the Auctioneer will bid on his behalf subject to and in accordance with the terms stated on the pro forma.

The highest bidder for each lot shall be the Buyer at the fall of the hammer (or his disclosed principal if applicable) who shall be the Buyer of that lot. The striking of the Auctioneer's hammer marks acceptance of the highest bid and identifies the price at which the lot is knocked down by the Auctioneer to the Buyer (the "Hammer Price"). The Hammer Price is exclusive of the buyer's premium (if any) and VAT. The striking of the Auctioneer's hammer also marks a conclusion of a contract of sale between the Vendor and the Buyer.

In making a bid for any lots, the Buyer does so as principal. The Buyer will be held personally and solely liable for a bid unless the Auctioneer has previously agreed in writing with the Buyer that that bidder will do so on behalf of an identified third party acceptable to the Auctioneer. In circumstances where the Auctioneer has so agreed, the Buyer and the third party will jointly and

severally be liable for all obligations arising from the bid where a third party shall be bound by these conditions by the individual bidding as his agent in the same way as if he were bidding personally.

5. Risk and Title

The Vendor shall only sell such title to the lots as he may have.

All risks in and relating to the lots purchased shall pass to the Buyer upon the fall of the hammer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Auctioneer or the Vendor be held responsible if any lot or part thereof be lost, stolen, damaged or destroyed after the fall of the hammer.

Title to each lot will not pass until all debts owed by the Buyer to the Auctioneer (whether part paid secured or otherwise) are settled. For the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and such lot(s) has been removed from the premises where the auction is being held, and/or the lot(s) are being stored in its entirety.

6. Removal

No lot or part thereof can be removed until payment in cash or approved Bankers Draft has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in the Auctioneer's account. No lot shall be removed without the authority of the Auctioneer and unless under the supervision of the Auctioneer's servants or agents.

Removal shall take place only up to 5.00 pm on the day of the sale and must be completed by 5.00 pm on the day following the sale (and in every case time shall be of the essence) unless the Notice to Purchasers otherwise specify or written authority is obtained from the Auctioneer for clearance after that time.

The Buyer has no right to anything not described in the auction catalogue.

Delivery of lots sold will be made only to the declared Buyer and no transfer of any lot or part of a lot to any other person will be recognised.

Prior to the removal of any lot the Vendor may rescind the contract for the sale of that lot and refund to the Buyer any money paid by the Buyer for the lot should any third party claim title to or possession of any part of the lot.

The Buyer will be responsible for removal of lots at his own expense and must provide his own labour, and equipment.

The Auctioneer requires that in pursuit of safe working practice all equipment used for lifting and transportation should be covered by appropriate insurance and registration documents (in particular but not limited to lifting equipment and fork lift trucks). Such documentation shall be produced to the Auctioneer by the Buyer on request for inspection and if the Buyer fails to produce such documentation the Auctioneer reserves the right to refuse to clear the lot and/or rescind the sale in which event the provisions of condition 8 will apply. Furthermore appropriate personal protective equipment must be worn during these activities and due regard paid to safe material handling practices.

7. Damage to Premises

The Buyer shall be responsible for the removal of all goods purchased at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with any conditions of safety of which the Buyer is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any lots which are fixed. All electrical installations must be left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the site without the express written consent of the Auctioneer. The Buyer shall be responsible to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents detaching, disconnecting or removing any goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Auctioneer on request and if the Buyer fails to produce such documentation the Auctioneer reserves the right to refuse to clear the lot and/or rescind the sale. The Buyer shall indemnify the Auctioneer for any damage or loss which the Auctioneer may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At its discretion the Auctioneer may require the payment of a deposit to the Auctioneer prior to and/or during the removal which will be refunded on the removal being completed to the Auctioneer's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Auctioneer may refuse the Buyer access to the premises for the purposes of removing the lot purchased by them and/or rescind the sale in which event the provisions of condition 8 will apply. The Auctioneer reserves the right to stop the removal of a lot by a Buyer, his agents or employees, if it appears to the Auctioneer or its agents or employees that the removal is being carried out in an unsafe or unsatisfactory way.

8. Default by Buyer

Upon failure by the Buyer for whatsoever reason:-

- (i) to pay a deposit in full if required under the Conditions of Sale; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to provide any documentation required under these conditions; or
- (iv) to remove the goods in a safe or satisfactory way; or
- (v) to remove any lot from the premises on or before the date specified for removal,

the Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Auctioneer against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) all monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Auctioneer's expenses referred to in paragraph (d) below;
- (b) if the lots have been removed in breach of these conditions, the Vendor and/or the Auctioneer, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) lots may be re-sold or otherwise disposed of by the Auctioneer in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. The Buyer consents to such a resale on the Auctioneer's conditions of business applicable at the time of resale. Neither the Auctioneer nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted to be paid by the Buyer. The Buyer waives any claim in such a case that he may have title to the lot and agreed that any re-sale price shall be deemed commercially reasonable;
- (d) the Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Auctioneer including storage, security and removal expenses, the costs of re-selling or disposing of lots and Auctioneer's commission.

9. Auctioneer as Agent

The Auctioneer acts only as Agent for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either the Vendor, bidders or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

10. Accident or Damage

Neither the Auctioneer nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence, or the negligence of its agents or employees, resulting in death or personal injury) howsoever caused to any person which may occur whilst on the Auctioneer's premises, the Vendor's premises or such other premises used to hold the auction or to store the lots before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the condition of the premises and their contents.

11. The Consumer Protection Act 1987

No lots are sold as new.

12. Health & Safety At Work

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Etc. Act 1974; the Environmental Protection Act 1990; Construction Design and Management Regulations 1994 or any other Act of Parliament or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the EEC & the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

13. Dangerous Substances

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals and hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Etc. Act 1974 Sections 2-9 Control of Substances Hazardous to Health Regulations 1988 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work Etc. Act 1974, COSHH and other current legislation in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Agent in relation to its removal procedures, and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the Vendor,

their servants or agents against any loss, damages or expenses suffered by them as a result of the Buyer's or a sub-contractor's failure to comply with this legislation.

14. Notices

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand, it shall be treated as having been received at that time. Any notice sent to the Auctioneer shall be sent to the Auctioneer's address as set out in the auction catalogue. Any notice which the Auctioneer sends to the Buyer may be sent to the Buyer's last address known to the Auctioneer.

15. Third Party Rights

Save as expressly provided in these conditions, no term of these conditions shall be enforceable under The Contracts (Rights of Third Parties) Act 1999 by a third party.

15. Governing Law

These Conditions and any Conditions contained in the Notices to Purchasers, along with all associated transactions and all connected matters shall be governed and construed in accordance with English Law

16. Severability

In the event that any provisions of these conditions shall be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.