

**Definitions of Terms used in these conditions:**

**“The Company” means BTG Eddisons**

**“Goods” means all items which are offered for sale and includes all types of personal property fitted or fixed to land which the Seller is to supply in accordance with these conditions**

**“Seller” means the person on whose behalf the Company has agreed to sell any Goods**

**“Buyer” means the person who accepts a quotation of the Seller for the sale of the Goods or whose offer to buy the Goods is accepted by the Company on behalf of the Seller**

**“Due Date” means within seven days of the agreement to sell or such time as specified within the sale notes**

**“Payment in Full” means the purchase price, any VAT as applicable and any other charges accrued under these Conditions**

1. All Goods are tendered for sale subject to these conditions, no variation of which shall be valid unless made in writing and signed by a person duly authorised by the Company. By making or accepting an offer for any Goods, the Buyer warrants that he has read, and agrees to be bound by these conditions and further warrants that he has due authority and capacity to bind both himself and any employer or principal to honour any contract resulting therefrom. The Buyer's offer or acceptance shall be deemed to be an offer or acceptance by the Buyer to purchase any Goods tendered upon these conditions alone.
2. The Company shall have the sole and exclusive right at the site of the sale to determine all matters whatsoever concerning the conduct and/or effect of any sale or purported sale.
3. The Buyer shall:
  - (a) Pay the purchase price plus VAT as applicable to the Company at its office or elsewhere as they may direct within 7 days of acceptance or earlier if deemed appropriate by the Company.
  - (b) Not be entitled to remove any Goods from their position until payment in full of that and any other Goods purchased have been paid in full. In default of payment by the Due Date the Company shall have a lien upon all Goods purchased by the Buyer and shall be entitled to rescind the sale in respect of any Goods for which full payment is not made by the Due Date.
4. The Company shall have the right to forfeit any deposit paid in respect of the Goods and to resell the same without any right of compensation to the Buyer if Payment in Full is not made by the Due Date. The Company shall also be entitled to (i) charge interest upon any unpaid balance at the rate of 2% above the Royal Bank of Scotland plc Base Rate from time to time and (ii) to charge for storage and any other incidental costs arising due to the non removal of the Goods,

5. until the Company exercises its right to rescind the sale, which it is entitled to do at any time after non-payment.
6. If the Goods are not removed when Payment in Full is made or in accordance with the sale notes, as applicable, the Company will likewise be entitled to charge for storage from the date when removal should have occurred until the actual date of removal.
7.
  - (a) Risk of damage to or loss of the Goods shall pass to the Buyer at the time of either acceptance of the Buyer's offer by the Company or of the Company's acceptance.
  - (b) Notwithstanding the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Payment in Full has been made in respect of the Goods
  - (c) Until such time as the property in the Goods passes to the Buyer the Company shall have a lien upon all Goods purchased by the Buyer within the Company's control.
  - (d) If a Buyer is permitted to take possession of any Goods before Payment in Full has been made, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from the Buyer's or third party's possessions and properly stored, protected and insured and identified as the Seller's property.
  - (e) Until such time as the property in the Goods passes to the Buyer, the Seller and/or the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and/or Company and if the Buyer fails to do so forthwith the Seller and/or Company shall be entitled to enter upon any premises of the Buyer or under his control where the Goods are stored and repossess the same.
  - (f) The Buyer shall not deal with, charge or dispose of the Goods prior to the passing of the Property in the Goods without the written consent of the Company. The proceeds of any sale or other disposition in these circumstances shall be held by the Buyer upon trust for the Company and the Seller jointly until title passes to the Buyer.
8. If before title to any Goods has passed to the Buyer thereof, the Buyer, being an individual, dies, enters into a composition or arrangement for the benefit of its creditors, or has a Receiving Order in Bankruptcy made against him or, being a body corporate, has a Receiver or a Receiver and Manager appointed, or goes into Liquidation, then the contract for sale of such Goods shall be automatically, and without notice, rescinded, unless the Company elects otherwise, within two working days of written notice of such an event. Upon rescission, any deposit paid by the buyer shall be forfeited and the Company shall be entitled to exercise the rights set out in clause 4 aforesaid.
9. The Buyer shall:
  - (a) remove any Goods for which Payment in Full has been made either immediately following such payment or at the time stated in any sale notes of the Company whichever shall be the later but provided that no Goods shall be removed without the Company's express written consent while the auction is continuing;

- (b) be responsible for the removal of the Goods and such removal must be carried out safely and lawfully. Flame cutting, the use of explosives or of any other potentially hazardous or inflammatory process shall not be permissible at the site without express written consent from the Company;
  - (c) insure against and indemnify the Company and the Seller against any and all claims arising in respect of injury or damage to person or property whether real or personal, caused by, or in connection with, the acts or omissions of the Buyer, whether caused by himself, his servants or agents or his principals or employer;
  - (d) undertake to ensure that any Goods he purchases will be used, moved or displayed whether at the site of the sale or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe.
10. The Company sells as Agent for the Seller (except where stated wholly or partly to own any Goods as principal) and as such is not responsible for any default by the Seller. The Buyer cannot claim against the Company, for statements made by the Seller, although the Buyer's right to take action against the Seller remains unaffected. Subject to that exclusion, the Company warrants he will only sell Goods which he believes to be owned by the Seller or to which he believes the Seller will be able to pass a good title.
- 11.
- (a) All conditions and warranties, as to the condition, quality, description or fitness for any purpose whatsoever of any Goods sold by the Company are hereby expressly excluded to the fullest extent allowed by law. The Company will not be bound by or be liable for any representation of any kind whatsoever, whensoever or howsoever made by the Seller.
  - (b) Neither the Company nor the Seller shall be liable for any loss or damage whether caused by negligence or otherwise (except personal injury or death caused by negligence) of either or both of their servants or agents and without prejudice to the generality of the foregoing neither the Company nor the Seller shall be liable for any loss of profit, business or production or similar or other loss whether direct or indirect or consequential, however caused.
  - (c) All Goods are sold with all faults and imperfections as present at the time of sale. Illustrations in catalogues are for general identification only. Buyers should satisfy
  - (d) themselves prior to sale as to the condition of the Goods. Any statement by the Company as to the Goods is a statement of opinion only and every person should rely on his own judgement as to all matters affecting the Goods.

12. No vehicle is held out to be roadworthy, safe for use or complying with statutory requirements for use, display or movement. The Buyer should be aware that the Company has not inspected any vehicles and as such has no knowledge of the condition of the vehicles. It is recommended that all vehicles are inspected and/or repaired by a fully trained motor mechanic prior to the use of any part or the whole of any vehicle. Any reserve price is based on details given to the Company from the Seller and the Company cannot specify whether this price accurately reflects the true condition of the vehicle.
13. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company and/or Seller in accordance with these Conditions, the Company and/or Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's and/or Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), the Company and/or Seller shall have no further liability to the Buyer.
14. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.
15. The following are expressly brought to the attention of Buyers:
  - (a) HEALTH AND SAFETY AT WORK ETC. ACT 1974 – at the time of sale, any item of plant, machinery and any other equipment contained in the Goods may not necessarily comply with the Health & Safety at Work etc. Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers for any such plant, machinery or equipment are hereby required to ensure that the use or re-sale of any such Goods at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.
  - (b) TOXIC CHEMICALS AND DANGEROUS SUBSTANCES – certain types of plant, or main service installations could contain blue and white asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in the breach of the Health and Safety at Work etc. Act 1974 Section 2-9, or any other current legislation covering the use of such substances in a working environment.

The Buyer must bring the details of this clause to the attention of any subsequent buyer if the goods are resold in their current state.

16. Where any Goods have been sold by count, weight or measurement, no allowance can in any case be made nor shall the Company or Seller be answerable for any deficiency in quantities, weights or measure, unless claimed for before the Buyer, his agent, carrier or person employed by him, has removed his Goods from the premises.
17. Should a Buyer by himself, his servants or agents cause damage in any way to the site of the sale or damage to, or loss of, any Goods thereat, the Company shall be entitled to exercise a lien in respect of any and all Goods purchased by the Buyer until such damage or loss has been paid for in full, whether or not the Goods or any of them have been paid for in full, such loss and damage to be assessed by the Company whose decision shall be final and unchallengeable. The Company's assessed sum shall be paid by the Buyer upon receipt of Invoice therefore and payment shall be made forthwith.
18. No Waiver by the Seller or Company of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
19. If the Buyer is a consumer the above clauses do not affect the full legal rights of the consumer and the Company will ensure that these rights are respected in full, in particular in respect of statements by the Seller the Company will be bound by such statements of the Seller of which it is aware and such liability will only be restricted to the full extent allowed by law.
20. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of other provisions of these conditions and the remainder of the provisions shall not be affected.
21. "A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act."
22. These Conditions shall be construed in accordance with and governed by English Law save in respect of sales in Scotland and Northern Ireland, which shall be construed in accordance with and governed by the laws of Scotland and Northern Ireland respectively.