

On instructions of the Liquidator

ONLINE AUCTION OF CLOWNE AND DISTRICT COMMUNITY TRANSPORT

COMPRISING 5 X WHEELCHAIR ACCESSIBLE WELFARE BUSES, 2 X JACKLEG OFFICES, WORKSHOP EQUIPMENT & OFFICE FURNITURE

AUCTION CLOSES: Tuesday 07 November 2017
From Noon

VIEWING: Thursday 02 November 2017
9:30am – 3:30pm

SALE LOCATION: Clowne and District Community Transport
Unit 10 Crossroads Business Park
10 Creswell Road
Clowne
Chesterfield
S43 4PU

COLLECTION DATES: Wednesday 15 & Thursday 16 November 2017
8:30am – 3:30pm

BUYERS PREMIUM: 15%

SPECIAL NOTES: No children under 16

ENQUIRIES TO: Email: robert.edwards@whiteandcosurveyors.com
Tel: 01142 279 2806

Sale Notices

Relating to Sale by Public Online Auction of Clowne And District Community Transport

- Location:** Clowne and District Community Transport
Unit 10 Crossroads Business Park
10 Creswell Road
Clowne
Chesterfield
S43 4PU
- Viewing:** Thursday 02 November 2017
9:30am – 3:30pm
- Buyers Premium:** All lots are subject to the Buyer's Premium at 15% of the sale price, plus VAT.
- Registration:** All persons wishing to bid will be required to register and agree to White & Co Property Advisory Limited Terms and Conditions, prior to bidding. All lots sold are subject to White & Co Property Advisory Limited Terms and Conditions only.
- Bidding:** Bidding is conducted through the online auction platform
<https://www.apexauctions.co.uk/auction/home.htm>
- Payment Deadline:** **Noon Tuesday 14 November 2017**
- Collection:** Wednesday 15 & Thursday 16 November 2017
8:30am – 3:30pm
- Insurance:** Goods become the responsibility of the purchaser at the fall of the hammer or being notified that their bids have been successful and we would recommend purchasers insure against all risks. (See Conditions of Sale).
- VAT:** 20%
- Catalogues:** There will be one catalogue on site for reference purposes only. If you require your own copy, please download and print this sale catalogue.

Payment Terms

General: We will endeavour to invoice successful bidders within 24 hours of the last lot being sold.

Notification will be by email only. Bidders are requested to check their email for notification of success.

All lots must be paid for before collection.

Payment Deadline: **Noon Tuesday 14 November 2017**

Payment Methods: **No cash or cheque payments are permitted.**

Bank Transfers / CHAPS / BACS

Sort Code: 56 00 09

Account Number: 31626009

Account Name: White & Co Property Advisory
Limited Client Account

Name of Bank: Natwest

Please reference your payment with our invoice number.

CHAPS payment is a same day payment if made before noon.

BACS payment can take three working days for clearance.

Debit Cards (UK based only)

Credit Cards (UK based only)

All Credit Cards and Company Debit Cards will be subject to a 3% surcharge added to the invoice total. Personal debit cards no charge.

Collection Notes: Purchasers will be required to produce a copy of their collection note at the time of collection of the lots. The collection note will be emailed to purchasers by the auctioneers once full payment has been made.

Auction Procedure

Registration:

All persons wishing to bid will be required to register and agree to White & Co Property Advisory Limited Terms and Conditions, prior to bidding. All lots sold are subject to White & Co Property Advisory Limited Terms and Conditions only.

General Registration - In order to bid with Apex Auctions a username and password must be registered. Click on register at the top of the homepage, complete the personal and/or company details and submit the form. Once the information is received, you will be approved to bid in the marketplace section of the website.

Auction Registration - To bid on a specific auction bidders should register with their username and password, click on the auction from the homepage, select the option "register for this auction", enter a credit limit for yourself. Once the registration is received your details will be checked and if satisfactory you will be approved to bid.

Bidding:

The auction will start to close from the time stated in the auction catalogue. Each lot will close at timed intervals as identified on the auction website. Where a bid is placed in the last minute prior to a lot closing, the time will be extended to allow further bidding to take place. This will not affect the closing time of any following lots assuming no further bids are placed within the last minute those subsequent lots.

By making a bid on any lot, the bidder makes an offer to purchase the lot at the bid price in accordance with the terms and conditions. Once a bid has been placed, it cannot be withdrawn or cancelled.

To actually place a bid, prospective bidders should click on the auction from the auction calendar on the home page, then choose the option 'View lot listing & bid online'. Click on the button 'Place Bid', there are 2 options:-

- Next increment, the bid is placed for the next incremental amount, or
- Autobid, a maximum amount is entered and the system will bid automatically against any other bidders up to the amount chosen.

The Auctioneer or its agents, reserve the right to cancel, block or remove any bid/bidder from the sale, if the bidder has registered before and not complied with any of the terms and conditions of sale.

You can check which lots you are winning or losing by clicking on the section "my bids" at the very top of the page.

Clearance Procedure

**Clearance Dates: Wednesday 15 & Thursday 16 November 2017
8:30am – 3:30pm**

The Auctioneer will notify all persons on site 15 minutes prior to closure of the closing time. The Buyer must use this time to ensure that it and its contractors are prepared to vacate the site by the deadline.

If lots have not been removed in full by the clearance deadline then the conditions of sale will be applied strictly by the Auctioneer. (The Buyer is referred to clause 9 of the General Conditions of Sale - Default by the Buyer).

In respect of the clearance deadline, time is of the essence and any lots remaining on site after this deadline will be forfeited by the buyer although the buyer will remain liable for any costs incurred by the auctioneer due to failure by the buyer to collect the lots by the said deadline.

In the interest of security, access to the site during clearance times may be restricted. Please ensure that you make appropriate arrangements through the auctioneers to ensure that you are able to comply with the clearance deadline for removal of lots from the site.

It is the Buyer's responsibility to assess and provide the necessary equipment, manpower and specialist services, where required, to disconnect, remove and load each lot purchased and the Auctioneer shall have no obligation to assist in such disconnection, removal or loading.

During busy periods, access for clearance to the site or to lots may be restricted on the grounds of health and safety. The Buyer agrees that neither the Auctioneer, Seller or its agents will be liable for any claims and/or costs arising for the hire and /or use of any equipment, demurrage or contractors required by the Buyer to remove the lots.

Portering staff are on site to supervise and control removals, not assist in the handling or loading of lots.

White & Co Property Advisory Limited will not wrap, pack or be responsible for preparing goods for collections by couriers or third parties unless specified in the lot description. This will be offered by way of a separate charge as detailed in the lot listing.

NOTE: Any goods left on site after the collection deadline will be either scrapped or a charge equalling to the daily sum for rent and rates charged pro rata to those individuals with items on site.

Site Procedure:

The Auctioneer, its agents or sub contractors reserve the right to refuse admission to any person not wearing appropriate PPE and may ask any person to leave site whose behaviours is abusive or deemed by the Auctioneer to be unacceptable. Any person found to be acting in a manner which may put others at risk will be asked to leave site immediately.

In case of fire all visitors and contractors are to exit the premises promptly as directed by the Auctioneer and its staff.

All visitors and contractors and their vehicles may be subject to search whilst on site.

All visitors and contractors are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing if appropriate.

Health & Safety:

Depending on the size of the removal programme, certain projects may come under the Health & Safety Executive ("HSE") assuming the role of the client under Construction, Design and Management Regulations 1994 ("CDM"). This will be where walls, roofs, or major structural movement may take place. Any plant movement involving more than a "Lift & Shift" situation needs to be referred to the Auctioneer before a "Permit to Work" is issued.

Clearance of all lots must be undertaken in accordance with current Health & Safety at Work Regulations and, where necessary, CDM. The Buyer accepts that it may have to provide a "work method statement" and "risk assessment" approved by the Auctioneer prior to the removal of any lots. The Auctioneer reserves the right to halt clearance if it feels, in its opinion, removal is being carried out in an unsafe manner or without an approved "method statement" and "risk assessment", as stated.

Oil / Liquid Removal

Any fluids, sediments and solids remaining in the lot offered for sale at the time of purchase are the sole responsibility of the Buyer and MUST be removed from site to conform with Control of Substances Hazardous to Health Regulations ("COSHH") or such other regulations as shall be from time to time in force. Where waste materials are removed all work must be undertaken at the Buyer's risk by an approved and licensed contractor.

Reserve Price:

The Auctioneer may, at its discretion, or upon the instruction of the Seller:-

alter or withdraw all or any lots referred to in this auction catalogue prior to the hammer falling in relation to a sale of such lot(s).

where a reserve price has been placed on any lot, withdraw that lot in the event that the highest bid price does not meet the reserve price.

bid, on behalf of the Seller, or accept bids from the Seller, for any lot or lots offered for sale at the auction.

Descriptions:

The information contained herein as to quality, description, etc, of the goods is provided in good faith but represents the Auctioneer's opinion without obligation, and prospective purchasers must rely on their own examination of the goods. Included in this auction catalogue are General Conditions of Sale and Special Conditions of Sale both of which are incorporated in the sale contract. Buyers will be deemed to have read and understood these conditions. Buyers are not entitled to any goods or other items not included in the lot description in this catalogue.

Warranty:

All goods are sold without warranty and any conditions and warranties as to condition, quality, description or fitness for any purpose are expressly excluded to the fullest extent permitted by law.

**Electrical Testing
P.A.T:**

All portable electrical appliances lotted for sale have been electrical tested for safety. A P.A.T certificate does not imply the item is operational only that it is electrically safe.

**Damage to
Premises Or Other
Goods:**

The Buyer will be responsible for all damage occasioned to the premises or goods in the premises including damage caused by its carriers, agents or servants in removing lots purchased. At the discretion of the Auctioneer a deposit may be required prior to or during the removal of lot(s). Such deposit will be refunded subject to completion of removals to the satisfaction of the Auctioneer or their agent. Should the Buyer refuse to deposit such monies the Auctioneer may refuse the Buyer access to the premises for the purpose of collecting all or any lots purchased. In the event that the Buyer is refused access to the premises on these grounds, this shall not limit the Auctioneer's right to make claims against the Buyer in relation to a non collection of goods prior to the stated deadline in accordance with the conditions of sale.

**Insurance, Risk &
Title:**

Buyers should note that **on being notified of their bids being successful**, the lots stand at the Buyer's risk but collection will not be allowed until the lots have been paid for in full by way of cleared or bank guaranteed funds. Buyers are strongly advised to immediately take advice by way of risk assessment and take out sufficient insurance cover to protect against the risks. The duty of the Auctioneer and/or the Seller to deliver lots shall be deemed performed upon the fall of the hammer even if a lot is subsequently damaged and/or part thereof has been lost, stolen,

or damaged after the fall of the hammer. To the fullest extent permitted by law no responsibility whatsoever will rest with the Auctioneer or Seller in the event of any loss suffered.

Transfers: The Auctioneer will not, under any circumstances, recognise the transfer of lots to third parties.

Release of Lots: No lots will be allowed to be removed until all monies owed by the Buyer have been settled in full by way of cleared funds.

Purchase of Lots Through Finance Company: The Auctioneer draws the attention of prospective bidders contemplating purchasing lots through a finance company to the importance of making such arrangements well in advance of the sale so that they may make payment in accordance with the conditions of sale.

Value Added Tax [VAT]: Lots are sold subject to the addition of VAT in accordance with the rules of HM Revenue and Customs and the Buyer should make its own enquiries as to whether or not particular lots attract VAT. In practical terms, the majority of lots will be subject to the addition of VAT although, one particular exemption from this is in respect of motor cars which are exempt.

Where VAT is payable, it will be levied on the bid price and charged in addition to the bid price. Where the sale is subject to a Buyer's Premium, then VAT will also be payable on, and in addition to, the calculated Buyer's Premium.

VAT charged on the bid price, may be refunded, in appropriate cases, where notification has been received by the Auctioneer before, or within two working days, of completion of the sale, that the buyer intends to export the lots. Where such notification has been received, the VAT will be levied at the point of sale and held, for a period of four weeks, from completion of the sale. For these purposes, the completion of the sale is specified as 07 November 2017. The Buyer should note that the Buyer's Premium is a supply within the UK and is not refundable irrespective of whether or not the goods are exported.

Subject to the above VAT will only be repaid in the following circumstances:-

Non EC Buyers: - VAT will be repaid upon receipt of a copy of the Bill of Lading, or other official documentation, to prove that the goods have been exported.

Companies Registered in an EC Member State: - the VAT element will be repaid upon receipt from the Buyer of a copy of official company letterhead incorporating their VAT number.

In the event that the Buyer does not comply with the above terms, the VAT element will be transferred to the Seller in accordance with our standard VAT procedures.

**Electrical
Disconnection:**

All items will be electrically disconnected prior to removal where detailed in the lot listing. A charge will be made for this service and the cost will be detailed on the catalogue.

Removal of Lots:

Any person or persons seen to be acting in a manner which may endanger themselves or others, will be asked to stop and leave the site immediately.

It is the Buyer's responsibility to ensure that arrangements have been made for the removal of all lots purchased. The Buyer accepts that:-

- Porters are not employed to assist in the removal of assets, only supervise;
- Removal of lots to be undertaken by the Buyer;
- Only assets with lot tickets are offered for sale;
- Any Buyer found to be damaging the premises or fabric of the buildings will be immediately asked to leave the premises.
- The Auctioneer, its agents and porters are on site to supervise and control removals, not assist in the handling or loading of lots. Insurance cover is not in place for the Auctioneers to undertake handling.

GENERAL CONDITIONS OF SALE

Relating to Sales by Public Auction

The Buyer's attention is drawn specifically to the exclusions of liability contained in clauses 2, 4 and 8 of these conditions.

1. Conditions

- (a) All lots, which term shall include all forms of personal property whatsoever and property fitted or affixed to land, 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 Auctioneer.
- (b) These conditions together with any specialised conditions ('Special Conditions') printed in this Auction Catalogue, are the only terms and conditions subject to which White & Co Property Advisory Limited ('The Auctioneer') as agents for the Seller (as defined hereunder) will sell goods to a purchaser ('The Buyer') (a term used herein as including the bidder and any principal or employer of the bidder). All other conditions and warranties whether expressed or implied (as are capable of lawful exclusion) and any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom or a course of dealing are hereby excluded. If there is any inconsistency between any of these conditions and any Special Conditions, the Special Conditions shall prevail.
- (c) By making a bid for any lot, the Buyer warrants that he has read, makes his bid upon and agrees to be bound by these conditions, and further warrants that he has due authority and capacity to make the bid and binds both himself and any employer or principal to honour any contract resulting therefrom. Any bid shall be deemed to be an offer by the Buyer to purchase any lot tendered upon these conditions alone.

2. Auctioneer as Agent

The Auctioneer tenders any lot for sale as agent for and on behalf of the person or party from or through whom instructions for the sale have been received ('the Seller') and not on the Auctioneer's own behalf. The Auctioneer acts without personal liability to the fullest extent permitted by law and shall not be held responsible for any action or default on the part of either the Seller or the Buyer.

3. Conduct of Sale / Resolution of Disputes

- (a) Each lot shall be sold to the highest bidder save in exceptional circumstances and in the event of any dispute arising between bidders the Auctioneer may summarily determine the dispute or immediately again offer the lot for sale, in each case without being required to give a reason. At the fall of the hammer the Buyer is required to give his own name or where appropriate his paddle number. No bid may be withdrawn after the fall of the hammer. Immediately after the fall of the hammer the Buyer may be required to pay the Auctioneer in cash or in whatever form the Auctioneer may agree 25% of the price of each lot which they have purchased and supply the Auctioneer with whatever information the latter may require in respect of identification of the Buyer and his authority to bid. Deposits paid hereunder shall be held by the Auctioneer as a general deposit for all lots purchased by the Buyer at the sale and any associated sales as specified in the Special Conditions of Sale forming part of the Auction Catalogue.
- (b) If a Buyer is bidding on behalf of another person, company or organisation they must make it clear to the Auctioneer at that time. If they fail to do so then they will be held personally liable for the purchase under these terms and conditions.
- (c) The Auctioneer shall regulate the bidding in such manner as it may think fit, and without prejudice to the generality of the forgoing the Auctioneer may without reason refuse to accept any bid or may itself bid for a lot on behalf of any third party. Additionally, the Auctioneer may bid on behalf of the Seller or accept bids from the Seller or his agent.

4. Description and Condition

- (a) Any samples, drawings, descriptive matter or advertising produced by the Seller or the Auctioneer are produced for the sole purpose of giving an approximate idea of the lot(s). They shall not form part of the contract or have any contractual force. The Buyer relies upon such descriptions at his own risk and should inspect the lot(s) prior to purchase. The Buyer acknowledges that such description is the Auctioneer's opinion and the Buyer does not rely upon such opinion.
- (b) All conditions and warranties as to the condition, quality, description or fitness for any purpose whatsoever of any lots sold by the Auctioneer are hereby expressly excluded to the fullest extent permitted by law. All lots are sold as seen with all faults and imperfections. Neither the Auctioneer nor the Seller will be bound by or liable for any representation of any kind whatsoever, whensoever or howsoever made. Neither the Auctioneer nor the Seller shall be liable for any loss or damage whether caused by negligence or otherwise of either or both of their servants or agents and without prejudice to the generality of the forgoing neither the Auctioneer 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, howsoever caused. In the circumstances any potential buyer should rely solely and exclusively upon its own inspection of any lot and should not treat statements made in sale particulars by the Seller and/or Auctioneer either as representations thereof or facts to be relied upon. No vehicle is warranted or held up to be road worthy / track worthy and no lot is warranted or held up to be merchantable or safe for use or complying with the Health and Safety at Work etc. Act 1974 or any other act or statutory requirements for use, display or movement.
The Auctioneer, his servants and agents have no authority to make representations on the Seller's behalf. The Buyer accepts that a sale by auction is not a consumer sale pursuant to the Sale of Goods Act 1979 Section 55(7) and the Unfair Contract Terms Act 1977 Section 12(2).

5. Alterations

- (a) The Seller and/or the Auctioneer reserve the right to withdraw, consolidate or divide all or any of the lots described in this Auction Catalogue and in the "Added Lots List" at any time prior to the fall of the Auctioneer's hammer.
- (b) The Auctioneer reserves the right to correct any clerical, administrative or typographical errors made by itself and/or its employees, agents, servants and others at any time.

6. Title and Risk

- (a) The title to any lot shall remain vested in the Seller until the full sale price (as determined by the fall of the Auctioneer's hammer) for that or any other lot purchased by the Buyer, together with any storage and interest charges have been paid to the Auctioneer by way of cleared funds but the risk of damage to or loss of the lot(s) or part lot(s) by whatsoever cause and in whatsoever circumstances shall be transferred to the Buyer at the fall of the hammer.
- (b) Notwithstanding (a) above, the title to any lot shall remain in the Seller until such lot has been removed from the premises in its entirety.
- (c) The lots are sold without any title guarantee and should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass good title to the Buyer, the Auctioneer shall be under no obligation to the Buyer save as required by law.

- (d) Should the Seller and/or Auctioneer receive a claim from a third party to title to or possession of any lot(s) and/or part of a lot(s) prior to clearance of those lots the Auctioneer reserves the right to rescind the contract for the sale of those lot(s) and/or part of a lot(s) and to deal with the lot(s) and/or part of a lot(s) as they see fit and to refund to the Buyer any money paid by the Buyer for those lot(s) and/or part of a lot(s). The Buyer shall have no further recourse against the Seller nor Auctioneer for loss or damages, consequential or otherwise as a result of the contract for the sale of a lot(s) and/or part of a lot(s) being so rescinded.
- (e) If before title passes to the Buyer under these conditions, the Buyer nevertheless purports to sell or otherwise dispose of the lot or any other interest therein, the Buyer shall hold the proceeds of such sale or other disposition upon trust for the Auctioneer and the Seller jointly until title passes to the Buyer under these conditions, if at all, and in the meantime the Buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller and/or Auctioneer.
- (f) The Seller sells only with such title, right and interest as it has in the lot.
- (g) Until title to the lot has passed to the Buyer, the Buyer shall:-
 - (i) hold the lot on a fiduciary basis as bailee of the Seller and the Auctioneer;
 - (ii) store the lot separately from other goods held by the Buyer so that it remains readily identifiable as the Seller's property;
 - (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the lot;
 - (iv) maintain the lot in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
 - (v) give the Auctioneer such information relating to the lot as either the Seller or the Auctioneer may require from time to time, but the Buyer may resell or use the lot in the ordinary course of its business.

7. Conduct of Removals

- (a) The Buyer shall collect the lots from the Seller's premises or such other location as may be advised by the Seller and / or the Auctioneer on the auction date, such date being the date for delivery in accordance with the contract or such other date upon which the Auctioneer notifies the Buyer that the lots are ready. Delivery of the lots shall be completed at the lots' arrival at the delivery location as specified by the Auctioneer.
- (b) If the Buyer fails to take delivery of the lots when ready for collection then, except where such failure or delay is caused by force majeure or the Seller's or the Auctioneer's failure to comply with its obligations under the sale contract, delivery of the lots shall be deemed to have been completed when the Buyer was notified that the lots were ready, and the Auctioneer may in its absolute discretion store the lots until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance), or resell or otherwise dispose of some or all of the lots.
- (c) The Buyer is responsible for the complete removal of all lots purchased at the sale at their risk and must provide their own labour and equipment to carry out those removals in a safe and lawful manner within the removal period set aside in the Auction Catalogue. Flame cutting, the use of explosives or any other potentially hazardous or inflammatory process shall not be permissible at the site without the written consent of the Seller and/or the Auctioneer who may impose whatever conditions they see as appropriate including but not limited to there being in place an adequate and valid insurance policy as determined by the Auctioneer and/or the Seller, acting reasonably.
- (d) All equipment (including but not limited to craneage, fork lifts and all lifting equipment) used by the Buyer, his agent, or contractors for lifting and transporting lots which have been purchased at the Auction shall be covered by valid insurance, registration documents, driving and test certificates. The Auctioneer reserves the right to inspect such documents and refuse the Buyer access to the site in the event that in the opinion of the Auctioneer, the documentation supplied by the Buyer is insufficient.
- (e) Should the Auctioneer consider any damage is likely to occur, it may require the Buyer to deposit in cleared funds such sum of money with the Auctioneer by way of security for the costs of making good the damage caused by the removal of a lot, as the Auctioneer may reasonably require. Should the Buyer refuse to deposit such monies, the Auctioneer may in its absolute discretion refuse the Buyer access to the premises for the purpose of collecting all or any of the lots purchased, or rescind the sale of such lot pursuant to Clause 9.
- (f) The Buyer hereby undertakes to ensure that any lot it purchases will be used, moved or displayed whether at the site or elsewhere, only when the Buyer has taken all reasonable steps to ensure that such use, movement and/or display is lawful and safe.
- (g) The Buyer shall not be entitled to remove any lot until the purchase price of that and any other lot purchased has been paid in full and in default of payment as aforesaid the Auctioneer shall have a lien upon all lots purchased by the Buyer and shall be entitled to rescind the sale contract in respect of any lot(s) for which full payment is not paid by the due date for payment (the 'Due Date') and forfeit any deposit paid in respect of the lot(s) and re-sell the same without any right of compensation in the Buyer.
- (h) Neither the Seller nor Auctioneer shall be responsible for a delay or failure to deliver lots to a Buyer due to factors outside the control of the Seller or its agents (including the Auctioneer) such as industrial action, strike, power failure, act of God or other obstacle to normal delivery. Neither the Seller nor Auctioneer shall be required to expend monies or take legal action to overcome such obstacles to normal delivery.

8. Accident, Damage or Loss

- (a) The Buyer agrees to insure against and to indemnify the Auctioneer and the Seller against any and all claims arising in respect of injury or damage to persons or property including property belonging to the Seller and other buyers and third parties whether real or personal caused by or in connection with the acts or omissions of the Buyer whether caused by himself, his servants, agents, his principal or employer. The Buyer agrees to put in place any necessary insurance to cover such loss. The Auctioneer's liability shall not exceed the price of the lot. The Auctioneer shall not be liable for consequential loss.
- (b) If, in the Auctioneer's opinion, removal of any lot or part thereof will be likely to cause serious damage to the premises, or any other damage, which the Buyer is either unable or unwilling to rectify, the Auctioneer may by notice to the Buyer rescind the sale of such lot or permit the removal thereof from the premises to proceed subject to such conditions as it may think fit to impose pursuant to Clause 7(c).
- (c) Except in respect of death or personal injury caused by the Seller or Seller's agents (including the Auctioneer) negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or any other matter in respect of which it would be unlawful for the Seller to exclude or restrict liability:
 - (i) the Seller or Seller's agents (including the Auctioneer) shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or in contract or in tort (including negligence) for any loss or damage (including loss of profit or otherwise), costs, expenses or other claims for consequential loss whatsoever (whether caused by the negligence of the Seller, 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
 - (ii) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, (including losses caused by a deliberate breach of the contract by the Seller or its employees, agents or subcontractors (including the Auctioneer)) shall not exceed the price of the lots.

- (d) Should the Buyer, by himself, his agents or servants cause damage in any way to the site buildings, structures or damage to or loss of any goods, fixtures and fittings, machinery or lot thereat the Auctioneer shall be entitled to exercise a lien in respect of any and all lots purchased by the Buyer until such damage or loss has been paid for in full, whether or not the lot(s) or any of them have been paid for in full, such loss and damage (the 'Assessed Sum') to be assessed by the Auctioneer whose decision shall be final and binding except in the case of manifest error. The Assessed Sum shall be paid by the Buyer upon receipt of an invoice from the Auctioneer and such payment shall be made forthwith, time being of the essence. In the event of non payment of the Assessed Sum the Auctioneer shall have the right to sell any goods over which a lien has been exercised and use the proceeds to settle the amount noted in the Assessed Sum and the Auctioneer may pursue the Buyer for any deficiency as it sees fit.
- (e) The Buyer shall indemnify both the Seller and/ the Auctioneer against any loss and/or damage suffered by the Seller and/or the Auctioneer which directly or indirectly is attributable to the nature of the plant, equipment, machinery or stock acquired by the Buyer whether through breakage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or elemental deterioration.
- (f) The Seller and the Auctioneer hereby severally exclude liability for any accident or injury, however arising, sustained by any person or persons who may attend the premises for the purposes of attending the view, sale or collection days or on any other business except in respect of death or personal injury caused by the Seller and/or Auctioneer's negligence.

9. Default by the Buyer

- (a) Upon the Buyer's failure for whatever reason:
 - (i) to pay a deposit in full as required by the Auctioneer; or
 - (ii) to pay the purchase price in full by way of cleared funds by the Due Date; or
 - (iii) to remove any lot from the premises in its entirety by the Due Date.

(and in respect of 9(i) to 9(iii) inclusive, time shall be of the essence).

the Seller and/or the Auctioneer will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer.
- (b) Without prejudice to any claims of the Seller and/or the Auctioneer against the Buyer arising from the breach of contract or otherwise, upon rescission the following conditions apply:
 - (i) all monies deposited by the Buyer in part payment of the lot and other lots will be forfeited and may be used to settle the Seller and/or the Auctioneer's expenses referred to in paragraph (iv) below;
 - (ii) if the lot(s) has/have been removed by the Buyer without the authority of the Auctioneer, the Seller and/or the Auctioneer, including their servants or agents, may enter the premises of the Buyer to recover such goods;
 - (iii) lots may be resold or otherwise disposed of by the Auctioneer in such manner as they feel appropriate at their sole discretion and any deficiency arising upon the resale or disposal together with expenses incurred, shall be due as a debt from the Buyer. Neither the Auctioneer nor the Seller shall be liable to account to the Buyer in the event of a resale at a higher price than the price contracted to be paid by the Buyer;
 - (iv) the Buyer will be responsible from the specified time for final clearance, for all losses and expenses incurred by the Seller and/or the Auctioneer including storage, security and removal and clearance expenses, the cost of reselling or disposing of uncleared lots, and sales commission including buyers premium in respect of the original sale.
 - (v) if because the Buyer has failed to remove any lot by the time specified in clause 7 above (or in any written extension granted by the Seller and/or Auctioneer) the Seller is unable to give vacant possession on disposing of or relinquishing any interest in the premises from which the lot should have been removed, the Buyer shall indemnify the Seller for any loss resulting and the Auctioneer may refuse to allow the Buyer to register for future sales or require the payment of a deposit before a bid is accepted; and
 - (vi) all sums outstanding are subject to interest (after as well as before any judgment) at a rate of 6% above the base lending rate of Royal Bank of Scotland Plc or such other bank as the Seller or the Auctioneer may from time to time nominate, calculated on a daily basis.
- (c) If before title to any lot has passed to the Buyer thereof, being an individual, dies, enters into a composition or arrangement for the benefit of his creditors or has a Bankruptcy Order made against him or, being a body corporate, has a Receiver, Administrator or Administrative Receiver appointed or enters into liquidation or enters into a composition or an arrangement for the benefit of its creditors, or if it appears in the reasonable opinion of either the Seller or the Auctioneer that any of the events listed above are likely to occur, then the contract for sale of such lot shall be automatically and without notice rescinded unless the Auctioneer elects otherwise within 2 business days of receiving written notice of such an event (such notice to be despatched by recorded delivery post to the offices of the Auctioneer as stated in the catalogue and noted below). Upon rescission, any deposit paid by the Buyer shall be forfeit and the Auctioneer shall be entitled to recover and resell any lots for which title has not yet passed to the Buyer without any right of compensation to the Buyer and make good any losses occasioned by the Seller out of the proceeds, and if the Buyer fails to deliver up such lots promptly, the Auctioneer shall be entitled to enter any premises of the Buyer or of any third party where the lots are stored in order to recover them. Any shortfall shall be a debt due to the Seller by the Buyer without any right of set-off or counterclaim.
- (d) The Seller reserves the right to withdraw all or any of the lots including part lots described in these conditions or the Special Conditions and is under no obligation to accept any bid or offer made by a potential buyer.
- (e) Value Added Tax at the applicable rate will be charged on the purchase price, if in the Auctioneer's view it is applicable and if relevant, terms will be set out in the Special Conditions.
- (f) No lots may be transferred and the Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract without the prior written consent of the Auctioneer. The Auctioneer will only accept payment from and permit removal of lots purchased by the successful Buyer.
- (g) The Buyer shall clear away the whole of any lots purchased and leave the site in a clean condition to the satisfaction of the Auctioneer and if he fails to do so the Auctioneer may carry out such rectification work as may be necessary to put the site in a clean condition and the Buyer shall pay to the Auctioneer on demand the Auctioneer's costs of carrying out such work.
- (h) Failure to inspect prior to submission of an offer or bid is considered insufficient grounds to request amendments to any contract arising out of this sale or sales.

10. Entry to Sale Site

The Auctioneer reserves the right to control admission to the sale site, grounds and buildings and to refuse access to any party without being required to state a reason.

11. Statutory Requirements and Regulations

- (a) All lots sold which may fall within the scope of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 are sold on the basis that the Seller does not offer them for sale as being in a condition suitable for domestic use. The Buyer agrees to ensure that such lots or part lots comply with the Regulations prior to supplying them for domestic use.
- (b) The Buyer must obtain all necessary permission and permits (including but not limited to those required by the Police, Ministry of Transport, Local Authority, Health and Safety Executive or Environmental Agency) to transport off site long or wide loads within sufficient time prior to the commencement of clearance of those items, in order to comply with the deadline for clearance as stated in the catalogue or as specifically agreed in writing by the Auctioneer and/or Seller. Failure to obtain necessary consents on time will constitute a breach of by the Buyer of these conditions.
- (c) No lots in this sale are offered for sale as new.
- (d) The Buyer agrees that any fluids, sediments and solids in lots and/or remaining on/in machines at the time of purchase are the sole responsibility of the Buyer and must be removed from site in their entirety to conform with the Control of Substances Hazardous to Health Regulations or such other regulations as shall be from time to time in force. Where waste materials are removed all work must be undertaken at the Buyer's risk by an approved and licensed contractor.
- (e) It is expressly brought to the Buyer's attention (successful or otherwise) that certain types of plant and/or main service installations could contain blue or white asbestos, dangerous chemicals etc. which if not handled correctly during the removal from the site could be in breach of the Health and Safety etc. Act 1974 sections 2-9, or any other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure that it complies with current health and safety regulations and employ specialist licensed contractors where necessary.

12. General

- (a) All notices to be served on either party pursuant to the contract shall be deemed to be properly served on a party if sent by post by recorded delivery to its registered office (if it is a company) or its principal place of business (in any other case) or in the case of the Auctioneer, as set out below or to such other address as the party has specified to the other party in writing.
- (b) If any term or part of these conditions is held to be unenforceable, illegal or invalid that term or part thereof shall be deemed to be deleted to the extent required and will not affect the enforceability and validity of the remaining terms of these conditions or the remainder of the relevant term.
- (c) These conditions and the Special Conditions constitute the entire agreement between the parties and the Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of either the Seller or the Auctioneer which is not set out in these conditions or the Special Conditions.
- (d) These conditions and any dispute arising out of or in connection with the contract (including non contractual claims) shall be construed in accordance with and governed by the law of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim between them.
- (e) A person who is not a party to the contract shall not have any rights under or in connection with it.
- (f) A waiver of any right or remedy under the contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

13. Address for Notices to the Auctioneer

White & Co Property Advisory Limited
2 The Laundry
Hathersage Hall Business Centre
Hathersage
Derbyshire
S32 1B

White & Co

CHARTERED SURVEYORS