

# OUTSIDE SALES CONDITIONS OF SALE

Tamlyns

- ENTRY OF LOTS** – An Entry Fee of £2 plus VAT will be charged for each lot entered. All Lots must be delivered to the Saleground in accordance with the Conditions of Entry set out on the Auctioneers entry form (copies of which are available from the Auctioneers' office at the Saleground).
- PURCHASERS** – Are required to register at the Auctioneers' office on-site prior to making a bid on any Lot.
- SALE OF LOTS** – All Lots brought into the Saleground must be offered for sale by auction and must not be sold privately before the sale. In the event that any private transactions take place following a sale whilst Lots remain in the Saleground they must be notified to the Auctioneers. Such transactions will be treated as a sale of the Lots by the Auctioneers. If a Lot remains unsold following the sale and remains in the Saleground the Auctioneers reserve the right to sell such Lot at the reserve price without further consultation with the Vendor.
- BIDDING** – The highest bidder is the Purchaser. In the event of any dispute, the Auctioneer will determine the buyer, or at his/her discretion re-offer the Lot. The Auctioneers reserve the right to refuse any bid or to refuse entry to the site. By making a bid, each buyer acknowledges he or she is aware of the Conditions of Sale. In the event of failure to comply with the conditions, the damages recoverable by the Vendor or the Auctioneers from the defaulter shall include any loss incurred on resale, together with commission and expenses in respect of both sales. No person may advance less at a bid than a sum to be named from time to time by the Auctioneers nor be allowed to retract a bid.
- RESERVE PRICE** – The Auctioneers and/or the Vendor reserve the right to fix a reserve price for any Lot.
- STATEMENTS** – Any statement made by the Auctioneer before accepting any bid shall be deemed to supersede any condition notices, descriptions and statements made elsewhere.
- BUYER'S PREMIUM** – will be added to the hammer price of all Lots at a rate of 15% plus VAT at the standard rate, unless otherwise stated.
- VALUE ADDED TAX ON PURCHASE PRICE** – VAT on Lots that are assets of a VAT Registered Business will be sold on a Tax Exclusive basis, with VAT added to the Buyers' accounts.
- COMMISSION** – The Vendor will pay commission to the Auctioneers at the following rates:-
  - 10% on achieved sale price plus VAT for individual Lots under £500
  - 5% on achieved sale price plus VAT for individual Lots £500 +
- DESCRIPTIONS** – All Lots will be described to the best of the Auctioneers' ability from information supplied from the Vendors who alone shall be responsible for any errors or mis-statement. The Auctioneers undertake no liability whatever in respect of faults, deficiencies and errors of description, oral or printed, nor do they accept responsibility for the authenticity, genuineness, condition, origin, age, mileage or quality of any Lot and no warranties are given or implied, unless stated to be in good working order. All Purchasers must satisfy themselves of the authenticity and condition of the Lots.
- LIABILITY** – All Lots become the responsibility of the Purchaser at the fall of the hammer. The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury to or death of any person arising out of or in the course of or caused by the sale, except to the extent that the same is due to the negligence of the Auctioneers, their assistants or agents.
- PAYMENT** – All Lots must be paid for in full before they are removed from the site, unless otherwise arranged with the Auctioneers. Payment should be made by banker's draft, cash or card. The Auctioneers reserve the right to charge the Purchasers interest for any unpaid account. If an account remains unpaid and legal action is taken the Auctioneers reserve the right to demand in full from the Purchaser all legal and professional fees owing from such auction.
- RESERVATION OF TITLE** – If the Auctioneers allow the Purchaser to remove the Lot from the site before full payment has been made, or before a cheque has been cleared then title to the Lot shall remain vested in the Vendor. If the Auctioneers pay the Vendor the price of the Lot before the Purchaser has paid the price to the Auctioneers, title to the Lot shall pass from the Vendor to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the Purchaser to the Auctioneers, when title shall pass to the Purchaser. Notwithstanding that the title has not passed to the Purchaser all risk of damage to the Lot shall pass to the Purchaser immediately upon sale (the fall of the hammer). The Purchaser shall until payment has been made in full keep the Lot in good marketable condition and readily identified and shall indemnify the Vendor or the Auctioneers as the case may be for any damage. In the event of any sale by the Purchaser of a Lot before full payment has been made the Purchaser shall hold the proceeds of such sale on trust for the Vendor or the Auctioneer (as the case may be) and shall pay such proceeds into a separate identifiable bank account. At any time before the title to the Lot has passed to the Purchaser, the Vendors or the Auctioneers (as the case may be) including the Auctioneers acting as agents for the Vendor, shall have the right to enter upon the Purchasers property for the purposes of recovering the Lot.
- PAYMENT TO VENDOR** – Will be made up to 10 working days after the sale date. No interest is payable to Vendors on sale monies held by the Auctioneers.
- REMOVAL OF LOTS FROM THE SALEGROUND** – Any Lot which (without consent of the Auctioneers) has not been collected before 19:00 on the day of the sale will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such Lots at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the auctioneers. Any expenses incurred by the Auctioneers for the tipping of goods will be passed on to the Vendor or Purchaser.
- ANNULING SALES** – In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneer may, entirely at their discretion, annul and cancel the sale of such Lot(s).
- ROAD TRAFFIC ACTS** – The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorisations necessary before such vehicle or trailer can be used on the road.
- HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER RELEVANT ACTS AND REGULATIONS** – The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.
- TRADES DESCRIPTION ACT 1968** – The Vendor is reminded that under the terms of the aforementioned act the Vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.
- GOVERNING LAW AND JURISDICTION** – For the avoidance of doubt all contracts entered into between the Purchaser and Vendor and between either of them and the Auctioneers on the basis of these standard terms and conditions of business are governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- ALL LOTS ARE SOLD AS SEEN** – Lots are not tried or tested by the Auctioneers. For the avoidance of doubt no warranties or guarantees are given or implied.