

# **AUCTION UK (MANCHESTER) LIMITED**

www.machinebidder.com

## **Terms and Conditions of Sale by On-line Auction**

1. In these terms and conditions:-

“the Auction House”	means Auction UK (Manchester) Limited, T/A machinebidder.com
“the Customer”	means the person, firm or company bidding ordering or otherwise acquiring or buying Goods from the Auction House;
“the Goods”	means the goods supplied by the Auction House to the Customer whether by auction, internet sale, or otherwise;
“the Hammer Price”	means the price for the Goods (excluding VAT) as accepted on the final bid at auction conducted by the Auction House;
“machinebidder.com	means Auction House Website;
“the Suppliers”	means the person, firm or Company supplying Goods for auction by the Auction House;
“Registration”	means registration by the Customer with the Auction House with the supply by the Customer of the information pertaining to it required by machinebidder.com from time to time;

2. 2.1 All orders and bids are subject to these terms and conditions and all and any modification to same as appear from time to time within the Supplier’s catalogues and brochures prepared by the Suppliers and/or Auction House and/or machinebidder.com website for specific auction sales.
- 2.2 No bid for any Goods is accepted prior to the Customers prior registration with the Auction House as a Customer. Auction House reserves the right to reject any application for Registration of any Customer at any time whether before or after any bid for any Goods by the Customer;
- 2.3 The Auction House reserves the right to decline any order or bid at any time for any reason prior to final acceptance at on line auction by the Auction House. On line auctions by Auction House operate bids on a timed countdown basis only.

- 2.4 The Auction House has absolute discretion to determine the successful bidder, cancel the sale or to re-offer and re-sell the Goods and/or to take such other action as the Auction House deems reasonably fit in its absolute discretion. No liability is accepted by the Auction House in connection with the exercise of its discretion hereunder howsoever arising.
- 2.5 The Customer is responsible for checking condition maintenance repair and suitability of the Goods prior to bidding and/or ordering the Goods and ensuring that the Goods are suitable for and capable of delivery, installation and use by the Customer for the Customer's own requirements. Neither the Auction House nor the Supplier shall have any liability for any cost claim demand or liability hereunder.
- 2.6 Goods are neither sold on a trial basis nor on sale or return. Customers must check specifications and suitability of the Goods before bidding or ordering. Neither Auction House nor the Suppliers warrant suitability and/or conditions and/or fitness for purpose of any of the Goods offered for sale for specific applications or otherwise.
- 2.7 Without any liability to the Customer, Auction House may at its sole discretion:-
- (i) alter or withdraw any lot from auction for any reason up to the moment at which the hammer falls in relation to such lots.
  - (ii) where two or more consecutive lots are similar in quantity and description offer a choice on any subsequent lots to the Customer at the same price.
  - (iii) without ascribing or being liable for any reason refuse to accept any bid from any Customer.
  - (iv) Auction House is authorised itself to bid for any lot or lots offered for sale at the auction on behalf of any third party as the agent for such third party but without liability to Auction House howsoever arising.
- 2.8 Prior to commencement of bidding details of arrangements for viewing and inspecting the goods will be published on [machinebidder.com](http://machinebidder.com);
- 2.9 All bids are deemed for all purposes to be made on an irrevocable and unconditional basis and cannot be withdrawn without consent of Auction House;
3. In addition to the Hammer Price the Buyer will pay to Auction House a commission equal to 15% by way of a Buyer's premium plus VAT for Goods purchased from Auction House through any means whatsoever. The Buyer's premium is entirely separate from any commission due from the

Supplier of the Goods unto Auction House acting on its behalf in conduction the auction of the Goods.

4. VAT is due on any amounts outstanding by the Customer for any Goods purchased at standard rate prevailing on the day of the auction.
  - (i) Non EC purchaser  
VAT will be charged at United Kingdom prevailing rate. In the event of proof of export within 3 months of date of the auction, VAT will be refunded but not upon the Buyer's premium in any event.
  - (ii) EC member state companies  
VAT will be charged at the United Kingdom prevailing rate. Upon proof of export, VAT will be refunded on Hammer Price so that the price for the Goods is then effectively zero rated for VAT purposes. VAT on Buyer's premium may be capable of retrieval by the Customer through its own VAT recovery input system but not from Auction House.
5.
  - (a) The Customer shall make payment to Auction House of the Hammer Price plus VAT plus Buyer's premium plus VAT in cleared funds on the day of the auction.
  - (b) All payments must be made in pounds sterling.
  - (c) Cheques and credit cards are not accepted. All payments must be made by bank transfer, banker's draft, and/or cash. Cash payments cannot exceed £10,000 for any Goods and/or for any aggregate of Goods bid and accepted at any Auction;
  - (d) In the event of non payment the Auction House shall retain absolute discretion as to sale and/or delivery of the Goods to the Customer or to retain the same and/or to re-offer the same for sale without notice to the Customer.
6. Ownership of Goods purchased at auction will not pass to the Buyer until the Buyer has paid Auction House in full for the total amount due plus Buyer's premium prior to removal of the Goods from Auction House's or other premises. Thus notwithstanding the sale concluded at Hammer price title remains and is retained with Auction House and/or its Supplier (as the case may be) until full payment for the Goods has been made. In the event that Auction House determines to invoice Clauses 2.4 and/or 2.7 hereof notification shall be given to the Customer concerned of cancellation of its bid and/or sale as and when determined by Auction House in its sole discretion. Removal of Goods is the sole responsibility of the Customer but same cannot be undertaken without cleared funds having been paid to Auction House.
7.
  - (a) The Buyer is responsible for collection of the Goods from the premises at which they are sold and/or from the premises of Auction House as specified in the catalogue and/or as agreed from time to

time with Auction House but in any event has no authority for the removal of the same without payment of the total sum due for the goods and Buyer's premium.

- (b) Packing and Handling of Goods is at the entire risk and expense of the Customer. No responsibility nor liability is accepted by Auction House in relation thereto.
  - (c) Access for the purposes of removal of Goods is only given during normal business hours 8.00 am to 5.00 pm Monday to Friday.
  - (d) Personnel intending to operate lifting and/or moving equipment must produce appropriate evidence to the Auction House as to all operating licences and equipment certificates plus indemnity insurance in relation to the same together with any method statement risk assessment pertinent to the Goods concerned.
8. (a) The Customer will remove Goods from the Seller's premises only by previous arrangement with the Auction House.
- (b) No removal will be permitted in the event that there is likely to be damage to the premises of either the Supplier or Auction House or otherwise without the express approval of Auction House.
- (c) The Customer will be responsible for all damage that it and/or its carriers or agents may undertake to the personal property of any third party in removing the Goods purchased through Auction House. The Customer will be responsible on a full indemnity basis in relation thereto.
9. In the event of a third party claim to any of the Goods howsoever caused, Auction House reserves the right to rescind the sale without liability to any party and/or permit the removal thereof from its premises and/or third party premises subject to any conditions it may deem fit to impose in consequence thereof.
10. Risk of loss and damage to Goods purchased passes to the Customer upon the fall of the Hammer and thus acceptance of the Hammer Price. Auction House has no responsibility for insurance. The Customer is solely responsible for insurance of the Goods. Auctioneer's duties as to delivery of Goods shall be deemed performed upon the fall of the Hammer even if the Goods are subsequently damaged and/or all or part thereof have been lost.
11. (a) In the event that the Customer fails to collect the Goods within 7 days of the date of Hammer Price and/or fails to make payment of the total amount due and Buyer's premium and/or any part thereof then the Buyer will be in default.
- (b) In the event of default, Auction House shall be fully entitled to retain the Goods and to rescind the auction previously conducted in

connection with the Goods and to re-offer the Goods at its sole discretion. Without liability to any third party howsoever arising.

- (c) In the event of any breach of agreement and payment terms by the Customer then Auction House on behalf of the Supplier and/or on its own behalf is fully entitled to take such action as it may deem appropriate against the Customer for recovery of its and/or the Supplier's losses howsoever arising and howsoever caused including storage charges levied per diem at Auction House's reasonable discretion and damages for breach of Contract losses.
  - (d) In the event of non payment of the price and/or the Buyer's premium within 24 hours of the occurrence of the auction then the Customer shall pay interest upon both the Hammer price and the Buyers premium calculated at a rate of 8% simple interest above RBS Bank base rate from time to time in force.
- 12.
- (a) All Goods are sold with all faults and imperfections and errors of description howsoever arising. Illustrations in catalogues and brochures are for identification only. Buyers must satisfy themselves prior to auction and/or sale as to the condition of the Goods and should exercise and rely upon their own judgement as to whether the Goods accord with appropriate descriptions and are suitable for the purposes for which the Customer intends.
  - (b) Auction House has no liability for testing electrical and/or mechanical Goods and the Customer is solely responsible for the testing of such Goods before seeking to bid and/or utilise the same.
  - (c) No warranty of any nature whatsoever is given by Auction House or any person, firm or company on its behalf in connection with any warranties relating to the fitness or otherwise of the Goods for the purpose for which they were intended and/or as to their suitability for the Customer's purposes.
  - (d) Any claim by the Customer against the Auction House shall not extend to any loss, interest or damage suffered or expense incurred by the Auction House howsoever occasioned.
  - (e) Neither the Auction House nor the Suppliers make any representations or warranties implied or expressed to the Customer whether as to any Goods being subject to any restrictions on import or export or as to suitability or capacity or state and condition or otherwise.
  - (f) Liability for accident and injury howsoever arising sustained by any person or persons attending the auction is excluded.
  - (g) Notwithstanding anything herein contained or otherwise any claim against Auction House must be limited to the Hammer Price for the Goods and Buyer's premium actually paid by the Customer to Auction

House and not beyond the same howsoever arising or in any amount.

- (h) Auction House acts as an agent for the Supplier of the Goods save where it has title to the Goods in whole or in part and as such is not responsible for any default of the Supplier howsoever arising. Auction House has no liability to the Customer or any third party occasioned by the removal of the Goods from premises under the care and control of Auction House howsoever arising.
- 13. Auction House draws to the attention of its Customers that the Goods which are offered for sale at Auction may not comply with Health and Safety at Work Act 1974 or any other relevant legislation pertaining thereto and that responsibility for compliance therewith is the responsibility of the Customer.
- 14. The Customer is recommended to ensure that any Goods which contain hazardous materials or dangerous chemicals are subject to regulations as to the control of substance hazardous to health regulations 1988 and are for the sole responsibility of the Customer and not Auction House howsoever arising.
- 15. Auction House is entitled to permit bids by telephone and/or other electronic media in the event that it determines in its sole discretion so to undertake.
- 16. The Customer must give all appropriate identification as and when required by Auction House so as to verify its identity.
- 17. Guide Prices are guide prices only and are not representations or warranties as to the selling price of any Goods.
- 18. Personal information provided by the Customer to Auction House will be regarded by Auction House as confidential. It will not be used by Auction House for any purpose other than conduct of its Auctions. Third party disclosure will not be undertaken save where mandatory by law.
- 19. Any representation or statement by Auction House in any catalogue, condition report or elsewhere and whether in writing or whether given verbally by one of its officers as to the Goods or any aspect relating to the Goods is a statement of opinion only and not of fact and Auction House is not responsible to any third party for the correctness of such opinions whether oral or in writing howsoever arising.
- 20. These terms and conditions and any amendments hereto shall be governed by and construed in accordance with English Law. Any transaction to which the conditions of business apply and all matters connected therewith are also governed by English Law.

21. Any dispute or difference arising out of any transaction to which these conditions of business apply may, at the election of the Auction House, be referred to arbitration or otherwise to litigation with the Manchester County Court having non exclusive jurisdiction in relation thereto.