



C. W. Harrison & Son
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Buyer's Conditions of Sale

1. 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 such Conditions shall be valid unless made in writing and signed by a person duly authorised by the Auctioneer. In these Conditions the 'Auctioneer' shall be the company or firm or person, or his or their servant or agent who has agreed to auction any lot. By making a bid for any lot the person making the bid warrants that he has read, makes his bid upon and agrees to be bound by these Conditions. He further warrants that he has due authority and capacity to make the bids and binds himself and any employer or principal to honour any contract resulting therefrom. Any bid shall be deemed to be an offer by the Buyer (which term shall include the bidder and any principal or employee of the bidder) to purchase any lot tendered upon these Conditions alone.
2. The Auctioneer tenders any lot for sale as agent for an on behalf of the person from or through whom instructions for sale have been received (the Seller) and not on the Auctioneers' own behalf. The sale of any lot shall be concluded and binding at the moment when the lot is knocked down. The highest bid will be accepted save in exceptional circumstances, such circumstances to be determined by the Auctioneer whose decision shall be unchallengeable.
3. The Auctioneer shall have the sole and exclusive right at the site of the auction to determine all matters whatsoever concerning the conduct and/or effect of any auction sale or purported sale and without prejudice to the generality of the foregoing he shall be entitled to resolve disputes between bidders, to reject any bid, to withdraw, divide or consolidate any lot or lots and he will be entitled to bid on the Seller's behalf, for any lot offered either with reserve or subject to the Auctioneer's discretion. No person may advance less at a bid than the sum to be named from time to time by the Auctioneer.
4. As a computerised accounting system operates, it is a Condition precedent to any bid that the bidder obtains from the auctioneer's clerks, a bidding number which will only be given upon satisfactory proof of identity and payment of a refundable deposit (usually £50.00 or £200.00 if bidding for vehicles, but more if required by the clerk), if called upon to do so by the clerk (for which a receipt will be given at the time of payment). The Auctioneer reserves the right to refuse any prospective Purchaser a bidding number and to refuse to accept bids from any party not having an official bidding number.
5. On a successful bid being accepted by the fall of the hammer, the Buyer undertakes to show his bidding number and if required to do so to pay an additional deposit there and then. The balance of the Buyer's account shall be paid within one day of the sale – unless a shorter period is indicated by the Auctioneer – at the place specified by the Auctioneer for payment. No Purchaser shall have the right to avail himself of any set-off or other plea for non payment of his purchase money against the Auctioneer or his principals, but he shall be liable to the Auctioneer for any unpaid purchase money whether the lots bought have been delivered up or not. Payment is to be in a form agreeable to the Auctioneer and shall not be deemed to have occurred until any negotiable instrument has been honoured in full. Should payment not be received within this time limit the Auctioneer reserves the right to charge interest at the rate of 15% per annum until payment of the outstanding balance, and to bring into operation the remedies reserved under Condition 6. Time of payment shall be deemed to be of the essence.
6. The Purchaser shall not be entitled to remove any lot from its position at the time of sale until his account has been paid in full. In default of payment the Auctioneer shall have a lien on all the lots purchased by the Buyer and to forfeit any deposit paid (whether described as refundable or not). The Auctioneer shall also have the right to immediately re-sell the goods at his sole discretion (whether by auction or private treaty) without any right of compensation in the Buyer. Should a shortfall arise upon any such re-sale the damages recoverable by the Auctioneer from the Buyer shall include – but not be limited to – any loss arising on any re-sale of any lots together with the necessary expenses (including commission) of both sales. This Condition however is without prejudice to the right of the Auctioneer to enforce the Contract made at this sale if he thinks fit and the duly verified computer sales entry shall be deemed to be full and sufficient evidence of such Contract and binding alike upon Seller and Buyer upon written certification by the Auctioneer presiding.
7. The title to any lot shall remain in the Seller until the full sale price and any storage and interest charges have been paid to the Auctioneer, but the risk of damage to or loss of the lot by whatsoever cause and in whatsoever circumstances shall be transferred to the Buyer upon the sale.
8. The Auctioneer warrants that he will only sell lots which he believes to be owned by the Seller or to which the Seller will be able to pass a good title but should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass a good title to the Buyer, the Auctioneer shall be under no obligation to the Buyer, other than to use his best reasonable endeavours (short of litigation), to procure the transfer of a good title to the Buyer to assist the Buyer in exercising any remedies that he may have against the Seller.

9. The Buyer shall remove any lot for which he has paid in full plus other charges, if any, by the time for removal, which shall be either the time for payment or the time stated on any sale notes of the Auctioneer whichever shall be later, but provided that no lot shall be removed without the Auctioneer's express written consent while the Auction is continuing. The Buyer shall be responsible for the removal of the articles 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. 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 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 principles or employer.

10. All conditions and warranties as to the condition, quality, description or fitness for any purpose whatsoever of any lot sold by the Auctioneer are hereby expressly excluded. 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 or of their servants or agents and without prejudice to the generality of the foregoing 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, however caused.

In the circumstances any potential Buyer should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or before or during the auction by the Seller or Auctioneer either as representations or to be relied upon.

N.B. A sale by auction is not a consumer sale. Sale of Goods Act 1893 Section 55 (7) and Unfair Contract Terms Act 1977 Section 12 (2).

No vehicle is warranted or held out to be roadworthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement. The Auctioneer, his servants or agents have no authority to make representations.

WITH PARTICULAR REGARD TO MOTOR VEHICLES: ALL ARE SOLD WITH THE STANDARD 'DISCLAIMER' - "NO RELIANCE WHATSOEVER SHOULD BE PLACED ON THE MILEAGE READING ON THIS VEHICLE AND SHOULD BE TOTALLY DISREGARDED FOR ALL PURPOSES." MOREOVER, IT IS DEEMED A CONDITION PRECEDENT TO ANY BID FOR A MOTOR VEHICLE THAT THE BIDDER UPON PURCHASE WILL COMPLETE AN ACKNOWLEDGEMENT OF NOTICE OF CONDITION UNDER SECTION 79 OF THE ROAD TRAFFIC ACT 1960 AS AMENDED BY THE FOURTH SCHEDULE OF THE ROAD TRAFFIC ACT 1962.

11. The Buyer hereby undertakes to ensure that any lot he purchases will be used, moved or displayed whether at the site of the auction or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe and satisfy himself that he complies with any requirement of the Health & Safety At Work Acts.

12. Should a Buyer, by himself, his servants or agents cause damage in any way to the site of the auction or damage to or loss of any lot situated thereat, such damage shall be made good by or at the expense of the Buyer or persons committing such damage on his behalf. In all cases the Auctioneer's assessment of such loss or damage shall be final and unchallengeable and the Buyer undertakes to pay the assessed sum upon receipt of invoice, time being of the essence.

13. The above conditions and all notices, descriptions, statements and other matters in the catalogue or elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum prior to any bid being accepted for the lot. By the making of a bid the Buyer acknowledges acceptance of these conditions and accepts neither the Auctioneer nor the Vendor will be responsible or accept any liability for any accident to life, limb or property which may occur prior to or during the progress of the sale or at any time during the removal of the lots which must be entirely at the Purchaser's risk. He further understands that the Auctioneers will not transfer any lots from the original Purchaser.

14. If before title to any lot has passed to the Buyer thereof, the Buyer, being an individual, dies, enters into a composition or arrangement for the benefit of his 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 or enters into a composition or arrangement for the benefit of his creditors, then the contract for sale of such lot shall be automatically and without notice rescinded unless the Auctioneer elects otherwise within two working days of written notice of such an event. Upon rescission, any deposit paid by the Buyer shall be forfeit and the Auctioneer shall be entitled to exercise the rights set out in Clause 6.

If a Buyer is permitted to take possession of any lot before the full sale price has been paid, the Seller and/or the Auctioneer shall be entitled to enter upon any premises of the Buyer or under his control in order to repossess such lot. If, before title passes to the Buyer under these conditions, the Buyer nevertheless purports to resell or otherwise dispose of the lot or any 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 or of the Auctioneer.

15. In line with Money Laundering Regulations 2007 C. W. Harrison are unable to accept cash payments exceeding the 15,000 euro maximum threshold.

These conditions shall be construed in accordance with and governed by English Law save in respect of sale in Scotland and Northern Ireland which shall be construed in accordance with and governed by Scottish and Northern Irish law respectively.