

GENERAL CONDITIONS OF SALE

1. Interpretation

1.1 In these General Conditions the following words and expressions shall have the meanings set opposite:

"Auction"	any auction conducted pursuant to these General Conditions.
"Auctioneer"	the person conducting the Auction or to whom the conduct of the Auction is delegated under clause 4.10 below.
"Bidder"	any person who offers to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender.
"Bid"	offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender, and "Bids" and "Bidding" shall be construed accordingly.
"Buyer"	any person who agrees to purchase any Lot whether at Auction or by private treaty or tender.
"Catalogue"	the catalogue incorporating these General Conditions.
"The Company"	Fox Lloyd Jones Ltd (company number 4794141) whose registered office is at 30 Park Place, Leeds, LS1 2SP
"Location"	the premises at which the Lots are located, details of which are set out in the Special Conditions.
"Lot"	any Lot described in the Catalogue or the Company's invoice.
"Seller"	the person upon whose instructions the Company is conducting the sale, details of whom are set out in the Special Conditions.
"Special Conditions"	the Special Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company.

2. Application of these General Conditions

2.1 These General Conditions apply to every sale of plant and machinery, chattels and trade stocks conducted by the Company whether by Auction, private treaty or tender including all Lots described in the Catalogue or the Company's invoice.

2.2 Bidding for any Lot shall be deemed to be an acceptance by the Bidder of these General Conditions and the Special Conditions.

2.2 To the extent that these General Conditions are inconsistent with any Special Conditions, the Special Conditions shall prevail.

2.4 These General Conditions, shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:-

- (1) Scotland in which case the laws of Scotland shall apply; or
- (2) Northern Ireland in which case the laws of Northern Ireland shall apply.

3. Identity of the Parties

3.1 The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.

3.2 The identity of the Seller is set out in the Special Conditions.

3.3 Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on his own behalf as principal.

3.4 Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

3.5 Every Bidder is required to give his name and address and provide satisfactory proof of identity to the Company before making any Bid.

4. Conduct of Auctions

4.1 Any Lot may be subject to a reserve price.

4.2 The Seller or his representative or the Company on his behalf may Bid for any Lot.

4.3 The Auctioneer may at any time before the fall of the hammer withdraw or divide any Lot or combine any Lots.

4.4 The Company may sell any Lot by private sale before or after the Auction.

4.5 The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

4.6 No Bid shall be retracted without the consent of the Auctioneer.

4.7 The Buyer shall be the person who made the highest Bid before the fall of the hammer or such other Bidder as the Auctioneer may declare to be the Buyer without being required to give a reason.

4.8 The Auctioneer may decide whether there is a dispute between Bidders, may summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

4.9 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

4.10 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions.

4.11 The Buyer may not remove any Lot he has bought until after the end of the Auction.

5. Sale and Payment

5.1 The Buyer shall pay the following sums to the Company in full and without set off:-

- (1) immediately upon the sale of any Lot a deposit of 10% of the price, if requested by the Company;
- (2) the balance of the price of the Lot purchased together with a Buyer's Premium of 10% of the price and any VAT due by no later than the time and date specified in the Special Conditions;

(3) any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.

5.2 In every case time for payment shall be of the essence.

5.3 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,000 will not, in any circumstances, be accepted.

5.4 If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% per month or any part thereof until payment in full is made.

5.5 Until the Buyer has fully complied with its obligations in this clause 5:-

- (1) title to any Lot bought shall not pass to the Buyer;
- (2) the Seller shall have a lien over any Lot bought by the Buyer in the Auction;
- (3) if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.

5.6 All prices are exclusive of any applicable value added tax for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.

6. Removal of Lots

6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the sale being agreed, which, in the case of an Auction, is upon the fall of the hammer.

6.2 The Buyer may not remove any Lot until the Buyer has:-

- (1) paid by cleared funds all amounts payable pursuant to clause 5 above in full; and
- (2) if requested by the Company produced evidence satisfactory to the Company that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.6 and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.

6.3 (1) The Buyer must remove each Lot purchased by the time and/or date specified in the Special Conditions for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions.

- (2) Buyers should co-operate regarding order of removal in order to comply with the clearance date. If it transpires that a purchaser makes no effort to commence dismantling and the particular item of plant is preventing other buyers from removing equipment, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the final clearance date.

If in the event the purchaser does not comply, then the Auctioneer reserves the right to arrange for the removal of the lot or lots and charge any attendant costs to the purchaser.

- (3) If any lot or item is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the purchaser of the relevant Lot(s) or Item(s).
- 6.4 It is expressly brought to the Buyer's attention that certain Lots could contain blue or white asbestos, dangerous chemicals etc which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.
- 6.5 When removing any Lot the Buyer:-
- (1) shall be responsible for detaching any Lot fixed to land or buildings and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Company;
- (2) **Compliance with Laws, Regulations and Planning** Purchasers or their Removal Contractors are responsible for applying for relevant planning permissions (if appropriate) with reference to the removal of building structures and plant housings. Purchasers or their Contractors shall at all times comply with all orders, regulations, requirements and rules of any authority whether Parliamentary, statutory, parochial or local and in particular shall comply with all requirements applicable to the employment by them of labour or otherwise affecting the work. The Purchasers or their Contractors shall in addition and without prejudice to the generality of the foregoing conform to the regulations and bye-laws of local authorities and shall pay all fees and charges arising under the said regulations and bye-laws in respect of the Work. It is the purchaser's or their removal contractors responsibility (i.e. Police, Ministry of Transport, Local Authority) to transport off site long/wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.
- (3) must use safe and lawful means of removing the Lot, must comply with all current statutory requirements and regulations including those relating to the disposal of waste and, if required, satisfy the Company in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor;
- (4) is responsible for ensuring that any motor vehicle may be safely and lawfully driven onto a public highway;
- 6.6 The Buyer shall indemnify the Company and the Seller against any loss damages, expenses, claims or liabilities arising directly or indirectly from the detaching of any Lot fixed to land or buildings and/or its removal including (without prejudice to the generality of the foregoing) any damage caused to other Lots, the Location or to any third party.

7. Default by the Buyer

- 7.1 If at any time the Buyer has failed to pay the sums specified in clause 5 above in full by the due date for payment, or to remove any Lot purchased by the time or date specified in the Special Conditions the Seller may rescind the sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold.
- 7.2 If the Seller has rescinded the sale but the Buyer has removed the Lot purchased, the Seller shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.
- 7.3 If the Seller has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-
- (1) the sale price less the resale price;
- (2) the costs of and incidental to resale.
- 7.4 If the Buyer fails to remove any Lot by the time specified:-
- (1) the Seller may remove the Lot from the Location and leave them outside at the Buyer's risk in all respects;
- (2) the Seller may charge the Buyer for the reasonable costs of storage;
- (3) the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.

8. Acknowledgements and Exclusion of Warranties

- 8.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employees agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded (without limitation any warranties and conditions as to title quiet possession, satisfactory quality fitness for purpose and description).
- 8.2 The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the sale or reject any Lot for an error omission or misstatement contained in the Catalogue.
- 8.3 The Buyer also acknowledge that:-
- (1) all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's so risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;
- (2) if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable; and
- (3) anything found in under near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller.
- 8.4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 before using it on a public road and the Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any statutory requirements or regulations.
- 8.5 The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the sale of any Lot or otherwise shall fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the sale of any Lot.
- 8.6 The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-
- (1) the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;
- (2) the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;
- (3) the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.