

GENERAL CONDITIONS OF SALE

1) Interpretation

- i) "Bid price" means the price bid by a purchaser for a lot exclusive of any Value Added Tax chargeable on the supply of goods comprising the lot;
- ii) "Purchase price" means the bid price plus a sum equal to any Value Added Tax chargeable on the supply of the goods comprised in a lot;
- iii) "Purchaser" means the person making the highest bid price for a lot;
- iv) "Vendor" means the person, company or department selling the goods.
- v) "Reference to any enactment, order, regulation or other similar Instrument" shall be construed as a reference to the enactment, order, regulation or Instrument as amended by any subsequent enactment, order, regulation or Instrument.

2) General Notice: This sale is not classed as a consumer sale within the meaning of the Supply of Goods (Implied Terms) Act 1973.

3) Bidding: If any dispute arises between those making bids, the Auctioneer, at his discretion, shall either again put up the lot in dispute for resale or decide the dispute. No person shall retract his bidding. The Vendor reserves the right to bid himself or by his Agents and to alter, vary or withdraw any lots before or during the sale.

4) Method of Payment

No goods may be removed until they have been paid for in full. Payment is acceptable in cash, by debit cards and BACS transfers. Credit cards up to £200 only. Cheques will only be accepted with a letter from the bank clearly stating they will honour your cheque to an agreed limit, or by our discretion, otherwise goods will be withheld until cheques are cleared. **BANK TRANSFERS:** CHAPS payment may be made directly into our account (please contact the office for bank details). Please note: BACS payments are a 3 day process and must not be used as a payment method where receipt into our bank account exceeds the final clearance date. PLEASE NOTE: due to money laundering regulations: NO CASH PAYMENTS OVER £7,000 WILL BE ACCEPTED.

5) Buyers Premium and VAT charges:

A buyer's premium of 18% plus VAT will be charged on all lots (except vehicles & heavy plant) unless indicated otherwise in the catalogue. Vehicles will attract a premium of 10% VAT. All lots in this sale will attract VAT at the current standard rate on the hammer price, unless specified as being entered from a non-VAT registered vendor as indicated by 'nv' on the item description, **or as indicated in the catalogue.** Vat will be charged at the current rate. A £200 refundable Deposit will be required to be lodged either by card or cash, by any person wishing to purchase vehicles.

6) Payment of Balance: Vendor's Powers on Non-Payment

Before all lots are removed by the Purchaser, he shall pay in full the purchase price for all the lots bought by him. No transfer of lots by the Purchaser shall be allowed. Such purchase price shall be paid for on the day of the sale. If the purchase price is not paid by the Purchaser, all monies deposited shall be forfeited and the Vendor shall be at liberty without prejudice to any other remedies to resell any lot or lots or any part thereof remaining unremoved and unpaid for by the Purchaser by public or private sale without giving prior notice to the Purchaser, and after allowing for any deposit forfeited as aforesaid, any deficiency which may arise on such resale shall be made good by the Purchaser and shall be recoverable from him as liquidated damages or deducted from the sums due to him under this or any other contract between him and any Department of Her Majesty's Government. Any increase of price obtained on resale shall belong to the Vendor.

7) Commission Bids:

MST Auctioneers Ltd will be pleased to execute bids on your behalf should you not be able to attend the sale. This service is free of charge and whilst every effort is made to secure your lots, NO GUARANTEES are given. The Auctioneer will bid as if you are in the room therefore securing the lot at the best price. He will not open the bidding at your maximum price. The final price may well be lower than the bid you leave. **Debit or credit card details may be required as security on any bids left over a total of £200.**

8) Safe Working Practice & Personal Injury

Both the Vendor and the Auctioneer require that in pursuit of safe working practice all equipment used for lifting and transporting heavy items which have been purchased at the auction should be covered by appropriate insurance and registration documents. This is especially the case in relation to cranes, lifting tackle and forklift trucks. Documentation may be required for inspection. Furthermore, appropriate protective clothing, such as hard hats and safety shoes, must be worn during these activities and due regard paid to safe manual handling practice. Neither the Vendor nor the Auctioneer shall be responsible for any accident or damage to life or limb which may occur prior to or during the progress of the Sale or at any time during the removal of lots except to the extent that such accident or damage arises from the negligence of the Vendor or the Auctioneer. Only MST staff may handle and remove goods from the auction rooms except where special conditions apply (see special conditions sheets). The Buyer takes on responsibility to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents. Goods marked 'Trade' are to be purchased only by a member of the appropriate Trade or installed by a competent member of that Trade.

9) Faults and Errors

The lots are sold "as they lie" with all faults and errors or mis-statement or description, measurement, weight, quantity, quality, number or otherwise (whether of a substantial nature or not). The Purchaser shall be deemed to have inspected the lots he buys and if he buys without previous inspection, he shall do so at his own risk. The lots are not sold by sample but if in any case, a sample shall be displayed, it shall be upon the understanding that this contract shall contain no implied condition or warranty as to quantity or otherwise or that the lots are free from any defect rendering them unmerchantable.

10) Claims Concerned with Condition of Goods

The goods shall be acquired by the Purchaser at his own risk. The Purchaser shall make no claim against the Vendor or any servant of the Crown in respect of any loss, damage or injury (whether to person or property) suffered by the Purchaser in the course of or at any time after the delivery of the goods and in any way connected with or arising out of the condition of the goods.

11) Risk:

Neither the Vendor nor the Auctioneer shall be responsible for any lot or part thereof after the fall of the hammer, from which time all lots shall remain the responsibility of the Purchaser.

12) REMOVAL: ALL LOTS SHALL BE REMOVED AT THE PURCHASER'S EXPENSE AND RISK. A CHARGE OF £2 PER LOT PER DAY WILL BE CHARGED ON ANY LOTS REMAINING AFTER 7 DAYS FOLLOWING THE SALE. GOODS REMAINING AFTER 14 DAYS WILL BE DEEMED TO BE ABANDONED AND WILL BE SCRAPPED OR OFFERED FOR RESALE AT THE AUCTIONEER'S DISCRETION, UNLESS STORAGE HAS BEEN ARRANGED WITH THE AUCTIONEERS. The Purchaser shall comply with any directions with respect to the removal of goods which may be given by the Auctioneers.

13) Auctioneers Powers of Non-Removal:

All storage and expenses must be paid in full before the lot can be removed. In the event of the purchaser not removing their goods, the auctioneer will be entitled to re-offer the goods in the next sale, and deduct all expenses incurred. (See Clause 12). Any balance will be returned to the purchaser.

14) Random Searching of Vehicles

The Auctioneers shall have the right, if it so desires, without compensation to the Purchaser, to search vehicles carrying Goods to which the contract relates, before such vehicles leave the Auctioneers premises, in order to check that the Goods being removed correspond to the Contract Particulars. This right shall include the right to search the whole of the vehicle, and the right to require the vehicle to be unloaded if this is necessary for the check to be made. If the vehicle collecting the Goods is now owned or hired by the Purchaser, the Purchaser shall ensure that the owner or hirer agrees to the exercise of this right by the Auctioneers.

15) Lifting and Towing

Where the Auctioneers gives assistance with the lifting and/or towing within the Auction House in connection with the collection of goods such assistance is given entirely at the Purchaser's risk and the Vendor shall incur no liability whether in contract or in tort in respect of other than in respect of injury to persons arising from the negligence of the Vendor.

16) Loss Caused by Removal:

Where the removal of any lot or lots causes loss or damage to any land or property including any other lot or the death or injury of any person, the Purchaser of the lot or lots being removed shall:-

- i) Indemnify the Vendor against any liability or any payment reasonably made by him in respect of such loss, damage or death or injury (including any payment made in connection with the death or injury of any servant of the Crown under any Statute, Warrant, Order, Scheme, Regulation, Conditions of Service or other arrangements making provision for payments in respect of the death, disablement, sickness or other injury of servant to the Crown and
- ii) In the case of loss or damage to land or property of the Crown or any lot not sold to the Purchaser, at the option of the Vendor either make good the loss or repair the damage, whether before the removal of his lots from the premises is completed or after removal as the Vendor may require, or pay the cost of asking good or repair as estimated by the Vendor whose decision shall be binding on the Purchaser provided always and subject to the provisions of Conditions 14 hereof;
- iii) The Purchaser shall incur no liability under this Condition if he is able to show that such loss, damage or injury was not attributable to the neglect or default of himself, his servants, agents or sub-contractors and nothing in this Condition shall relieve the Purchaser of any liability to the Crown or the Vendor arising apart from this Condition.

17) Rescission by Vendor:

In the event of the Vendor after the Sale not being able to give a good and sufficient title to or delivery of any lot or part thereof before its removal, or in the Vendor's opinion the removal of any lot will endanger or permanently damage any building or other property, the Vendor may by written notice to Purchaser of such lot or lots delivered to him or his agent or sent by

- 18) **Limitation of Vendor Liability:** The Vendor shall not be liable in respect of any claim whether in contract or in tort (other than claims in respect of injury to persons arising out of negligence of the Vendor) by the Purchaser arising out of or in any way in connection with the sale of all or any of the goods for any sum exceeding the amount of the deposit or purchase price (as the case may be) paid by the Purchaser in respect of the goods the subject of the claim.
- 19) **Document Inadvertently Left in Furniture, etc.**
Where any lot consists of or includes office furniture or equipment, the Purchaser shall inform the Vendor as soon as possible of the discovery in or on the lot(s) of any document, illustration, plan, tape, film, or other record not mentioned in the description of the lot and shall give the Vendor such information and afford him such facilities for examining any such items as he may require and shall deliver it to him forthwith if he shall so direct. The property in any such document, illustration, plan, tape, film or other record shall pass to the Purchaser only if the Vendor signifies in writing his intention that it should pass. Purchasers are reminded that the Official Secrets Act 1911-1939 created offences in relation to the unauthorised possession or communication of certain information.
- 20) **Health and Safety at Work Act 1974**
It is expressly brought to the Bidder's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work Etc. Act 1974, Environmental Protection Act 1990, or any other Acts or Regulations thereunder governing the use of the plant, machinery or equipment in a working environment. Successful Bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such plant and equipment at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.

The goods are not sold as articles for use at work; they are sold on the understanding that the Vendor does not represent them as being in a condition which makes them suitable for use at work. The purchaser is reminded that if, nevertheless, any of the goods or articles purchased are intended by him to be supplied in due course for use at work, the Purchaser should, before so supplying them for such use, take such steps as are necessary to ensure, so far as is reasonably practicable, that such goods or articles will be safe and without risks to health when properly used and should carry out or arrange for the carrying out of such testing and examination as may be necessary to enable him to carry out the obligations imposed by the Health and Safety at Work Act 1974
- 21) **Disputes:**
If any dispute or difference arises about any lot or any other matter in relation to the sale other than a dispute between bidders, the same shall be settled by the Auctioneers or any such person as they shall appoint for the purpose, whose determination shall be fixed and binding on all parties concerned.
- 22) **Diving Equipment & Breathing Apparatus**
All items of equipment related to underwater life support as described as "Diving Equipment" and items used in firefighting described as "CABA , or Compressed Air Breathing Apparatus" and all associated pumps, compressors, cylinders, fire extinguishers etc. shall be sold as "scrap". Purchasers must not use any of these items unless the current safety tests are carried out in accordance with current legislation. Any markings, official stamps or accompanying paperwork should be regarded as an indication only and must not be relied on. Please refer to Conditions of Sale no. 19 "Health and Safety at Work Act 1974."
- 23) **Road Traffic Act Requirements**
Purchasers are reminded that any vehicle or trailer sold in this Sale may not be immediately roadworthy or may be of such a design as will not without alteration comply with the Acts and Regulations relating to its construction, equipment or use. It is generally an offence to use on a road a motor vehicle or trailer which does not comply with these Regulations and Acts and accordingly, it is a condition of the contract of sale that the Purchaser undertakes not to allow any vehicle or trailer purchased to be used until it complies in every respect with the requirements of the Acts and Regulations relating to its construction, equipment and use and having regard to its condition to ensure its lawful removal in accordance with the obligations under the contract of sale.
- 24) **Export of Goods**
The sale of goods as described in the catalogue shall not imply that Department of Industry licences for export of the goods in their present or modified condition will be granted to a Purchaser. The pursuit of any such licences is entirely a matter for the Purchaser. Purchasers intending to export their purchases are required to advise the Accounts Manager.
Export of goods within the EEC – The sale can be zero rated for VAT on production of a current valid letterhead from the company purchasing the goods with a valid VAT registration number from the country concerned. In order to comply with HM Revenue & Customs we will take a deposit equal to the amount of VAT concerned. This will be refunded when valid commercial evidence of removal from the UK is received. This evidence of removal must be within 3 months of the date of supply in order to qualify for a refund of the deposit. **Export of Goods outside the EEC** – All goods will be subject to VAT at the current standard rate. In order to qualify for a refund of the VAT and for the sale to be zero rated the goods must be exported within 3 months of the time of supply and valid evidence of export received by the Auctioneers within one month of the date of export.
- 25) **Containers etc:** Pallets, stillages, baskets, skips, etc. used for the display of the lot are not included in the sale lot unless stated.
- OFFICIAL NOTICES**
- 26) **Petroleum Mixtures and Paints**
The attention of Purchasers purchasing mixtures containing petroleum (e.g. cellulose, is drawn to the requirements of the Petroleum (Mixtures) Order 1929 (SR & O 1929, No.993) providing that these goods may not be kept, sold or conveyed unless the containers are labelled in conspicuous characters: "Petroleum Mixtures giving off an inflammable heavy vapour". Purchasers are warned that a licence from the Local Authority is necessary before Petroleum Mixtures may be stored.
- 27) **Scales and Weighing Machines**
Responsibility rests with the Purchaser for determining whether or not apparatus when used for commerce conforms to the Weights and Measures Regulations of the Standards Department, Department of Trade.
- 28) **Chemicals**
The attention of Purchasers of chemicals is directed to their obligations to comply with all relevant provisions of the Poisons Act 1972, and of the Poisons Rules made thereunder.
- 29) **Clothing**
i) All crested buttons, insignia and badges must be removed before resale, the buttons and insignia must be mutilated and disposed of as scrap.
ii) Purchases are deemed to buy on this condition.
iii) Unless otherwise specifically stated at the description of the lot, all made-up textile products are sold as 'old made-up textile products' as defined at Item 14 of Schedule 4 of Statutory Instruments 1973 No. 2124 Trade Descriptions - The Textile Products (indication of Fibre Content Regulations 1973).
- 30) **Rag, Flock and Other Filling Materials Act 1951**
Any person who acquires surplus bedding and other goods which may contain fillings should be familiar with the obligation of the Rag, Flock and other Fillings Materials Act 1951.
- 31) **Consumer Protection Act 1987 (Upholstered Furniture)**
All upholstered furniture is sold for the purpose of "OFFICE" use only, it is the responsibility of the purchaser to make sure it complies with the fire resistant regulations before it is re-sold for domestic use.
- 32) **Helmets:** Any helmets offered for sale are not sold as affording protection to persons on or in motor-cycles and are not of a type approved for use under the Motor-Cycles (Protective Helmets) Regulations 1974 (E1 No.2000). They may not therefore be sold or offered for resale for us in Great Britain as affording such protection.
- 33) **TRADE AND SCRAP LOTS:**
Items deemed to be TRADE/SCRAP lots may only be purchased by persons carrying on a business of buying goods of the same description as those supplied and they must be fully aware of their legal obligations under all relevant statutes and legislation, and MUST sign our relevant form to confirm they are aware of these obligations.
- 34) **Tyres, Covers and Tubes**
The tyres, covers and/or tubes are sold "as they lie" and without guarantee by the Government or by the manufacturers, and all conditions and warranties whatever, whether statutory or otherwise, are hereby expressly excluded.
- 35) **Ladders, Steps and Trestles** These goods are offered for sale upon the express understanding that no warranty of their condition or safety is given or implied.
- 36) **Smoking** Smoking is NOT permitted anywhere on the premises.

SPECIAL NOTICE: PLEASE BE AWARE THAT ALL LOTS MUST BE INSPECTED, EXAMINED, REPAIRED, RECONDITIONED, TESTED AND CERTIFIED THAT THEY MEET ALL CURRENT REGULATIONS, AS WELL AS THE HEALTH AND SAFETY AT WORK ACT, CONSUMER PROTECTION ACT, AND THE CONSUMER SAFETY ACT, BEFORE THEY ARE RE-USED OR RE-SOLD, THUS MEETING HEALTH AND SAFETY AND DUTY OF CARE REQUIREMENTS