

ONLINE AUCTIONS **CONDITIONS OF SALE**

IMPORTANT – The attention of all users is drawn to these Conditions of Sale

The auction and related services provided on this Website (the "Service") or (the "Services") are governed by these Conditions of Sale (the "Conditions"). By accessing or using the Services or the Website or by registering as a user you agree that (1) you have read the Conditions, (2) you understand the Conditions, and (3) you are bound by the Conditions in your use of the Services. If you do not agree to the Conditions, you may not access or use the Services. If you do not understand the Conditions, please contact us at European Valuations, Lancaster House, 67 Newhall Street, Birmingham, B3 1NQ.

1. Application of Conditions

- 1.1. In the Conditions, the expression "the Agent" means European Valuations, Lancaster House, 67 Newhall Street, Birmingham, B3 1NQ, and includes its employees and agents and any person authorised by it to sell any Lot.
- 1.2. These Conditions apply to every Lot offered for sale on the Website whether the Lot includes property fixed or not fixed to land or any other personal property.
- 1.3. Where the Conditions have not previously been accepted by a person making an offer for any Lot, the making of an offer shall be deemed to be an acceptance of the Conditions by such person.
- 1.4. If these Conditions are inconsistent with any Special Conditions set out on the Website in relation to a Lot (the "Special Conditions"), the Special Conditions shall apply.
- 1.5. All transactions to which these Conditions apply, and all connected matters will be governed by and construed in accordance with the laws of England and Wales and all parties concerned submit to the exclusive jurisdiction of the courts of England and Wales save that the Agent and the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

2. User Eligibility

- 2.1. The Services are not available to, and may not be used by, persons under the age of 18 years or to suspended users. Persons registering as a business entity represent that they have the authority to bind that entity to the Conditions.

3. User ID

- 3.1. Users of the Services must obtain a User ID and password on completion of registration. Users are responsible for all actions taken under that User ID and password and shall only use or utilise the Website using their own User ID and password. Users must use every effort to keep their password safe and should not disclose it to any other person. Users shall not transfer or sell their User ID to any other person. Users shall also not permit, either directly or indirectly, any other person to utilise their User ID or password.

4. Bidding on Behalf of Another

- 4.1. Unless the Agent has previously acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, every person making an offer shall be taken to bid on his own behalf as principal.

- 4.2. If the Agent has already acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, that person warrants that he has the authority of his principal to make each offer he makes.

5. Conduct of Sale and Form of Offer

- 5.1. The Agent offers each Lot as agent of the Seller and not as principal unless otherwise stated on the Website.
- 5.2. Any Lot may be subject to a reserve price unless otherwise indicated in the Auction Catalogue.
- 5.3. The Seller or his representative or the Agent on his behalf may bid up to the reserve price on any Lot unless such right is expressly excluded in the Auction Catalogue.
- 5.4. Offers to purchase any Lot must be made on the Website.
- 5.5. Offers may be made for all Lots or for any separate Lot as shown on the Website.
- 5.6. No offer shall impose any conditions or be subject to any qualifications whatsoever.
- 5.7. The Buyer in respect of each Lot shall be the person notified of the Seller's acceptance of his offer by email to him at the email address specified in his offer.
- 5.8. No offers once submitted may be withdrawn.
- 5.9. The Seller may refuse at his sole discretion to accept any offer and shall not be obliged to accept any offer nor the highest offer or offers tendered.
- 5.10. The Seller reserves the right to accept the whole or such part of any offer or offers as he may think fit.
- 5.11. Neither the Seller nor the Agent shall be bound by any sub-sale, assignment or split of the purchase contract and the Buyer alone shall be responsible for the discharge of the Purchase Price to the Agent.

6. Agent's Right of Rescission

- 6.1. The Agent has the right to rescind a contract for sale of any Lot, even if it has been paid for and release has been given to the Buyer, if any third party subsequently proves to have a superior title or right to custody or possession of any Lot and upon the contract being rescinded, and if already paid, the return of any deposit or purchase price to the Buyer, neither the Seller nor the Agent shall be under any further liability whatsoever to the Buyer.

7. Purchase Price

- 7.1. The Buyer shall pay to the Agent a deposit of 25% of the Purchase Price in the manner specified by the Agent.
- 7.2. In circumstances where payment of a deposit is offered or required by debit/credit card pursuant to the Special Conditions, the Buyer, by agreeing to these Conditions, irrevocably and unconditionally authorises the Agent to charge the Buyer's debit/credit card for the amount of such deposit at any time after the Buyer has been notified, in accordance with these Conditions, that his offer to purchase goods has been accepted.
- 7.3. Within the time specified in Clause 7.5 below, the Buyer shall pay the following sums to the Agent at his office or elsewhere as the Agent may direct in full:
 - 7.3.1. the balance of the Purchase Price of all Lots purchased together with any Buyer's Premiums and VAT due;
 - 7.3.2. the value as summarily determined by the Agent, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Lot is or has been held which has been damaged or destroyed by the Buyer, his servants or employees or his principal or agent;
 - 7.3.3. any storage or interest charges payable by the Buyer under these Conditions;
 - 7.3.4. any deposit required by the Seller or Agent under Clause 8.5.6.

- 7.4. The Agent reserves the right to refuse cheques in payment for Lots purchased.
- 7.5. The time for complying with Clause 7.3 above shall be the time specified in the Special Conditions and, in every case, time shall be of the essence.
- 7.6. The Agent may, at any time in his sole discretion, grant the Buyer an extension of time for complying with Clause 7.3 above, in which case the Buyer shall pay to the Agent in full, before moving or removing the Lot, interest on any unpaid sums at a rate 4% above Lloyds Bank Plc base rate in force from time to time.
- 7.7. Until the Buyer has complied with Clause 7.3 above:
 - 7.7.1. title to any Lot bought shall not pass to the Buyer;
 - 7.7.2. the Lot shall be at the Buyer's risk from the time of acceptance of the Buyer's offer;
 - 7.7.3. if the Buyer effects or purports to affect 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 Agent and the Seller.
- 7.8. On written request by the Buyer, the Agent shall provide a VAT invoice in proper form, if appropriate.

8. Removal of Lot Bought

- 8.1. The Buyer shall not remove any Lot and title shall not pass in respect of any Lot until the Buyer has paid the sums specified in Clause 7.3 in full for every Lot (including any other Lots purchased through the agency of the Agent) he has bought, and any other sums owed by the Buyer to the Agent, unless otherwise agreed in writing between the Buyer and the Agent.
- 8.2. The Agent reserves the right to retain any Lot until a payment has cleared.
- 8.3. After paying the sums specified in Clause 8.1 above, the Buyer must remove the Lot bought by the time specified in the Special Conditions and, in every case, time shall be of the essence.
- 8.4. The Agent may at any time, in his sole discretion and on terms specified by him, grant the Buyer an extension of the time specified in Clause 8.3 above.
- 8.5. The Buyer shall comply with all instructions given in respect of such removals contained or referred to in the Special Conditions and:
 - 8.5.1. shall comply with all current statutory rules and regulations in carrying out such removal;
 - 8.5.2. shall be responsible for detaching any Lot fixed to land 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 Agent;
 - 8.5.3. must use safe and lawful means to remove any Lot;
 - 8.5.4. shall indemnify the Agent and the Seller against all claims, costs, damages, and legal and other expenses in respect of damage to person or property arising directly or indirectly from the detaching of any Lot or its removal;
 - 8.5.5. shall have insurance in respect of such indemnity and shall on request produce to the Agent a receipt for the last premium due or other sufficient evidence that such insurance has been affected and remains in force;
 - 8.5.6. if required to do so by the Seller or the Agent, the Buyer shall deposit with the Agent before the final removal of any Lot or Lots the estimated costs of repairing such damage. Such estimated cost to be fixed by the Seller or the Agent on his behalf whose decision shall be final and binding on the Buyer.
- 8.6. Where items sold are required to be removed from the Seller's premises, only contractors approved for operation under any Code of Practice in force under current Health and Safety legislation or regulations and recognised by the Seller, will be allowed to undertake the removal of a Lot where the removal of such Lot is governed or regulated by any such Code of Practice.

- 8.7. The Buyer is solely responsible for obtaining any export licence that may be required in connection with the removal of any Lot purchased by it.

9. Retention of Title Claims

- 9.1. If it is established to the satisfaction of the Agent or the Seller, at any time after title in the Lot has passed to the Buyer, that the Lot is subject to a charge, lien, retention of title claim or other encumbrance or that the Seller does not have good unencumbered title thereto, then the Agent or the Seller may elect by notice in writing to exclude the asset from the sale whereupon the Buyer shall be deemed to have waived and relinquished such title as it may have acquired to such asset and the same shall not be a ground for rescinding, avoiding or varying any or all of the provisions hereof or for the recovery of any or all of the Purchase Price paid by the Buyer.
- 9.2. If the title of the Seller to any asset possession of which is allowed to the Buyer is or shall at any time be called into question (whether in any proceedings or otherwise) by any third party or if there shall be any dispute arising out of these Conditions, the Buyer shall allow to the Seller and its servant's authorised agents and invitees access to all assets in question during normal business hours for the purpose of resolving such question.
- 9.3. In respect of any of the assets excluded from these Conditions by the Agent, or the Seller pursuant to clause 9.1, the Buyer undertakes with the Agent and the Seller either:
- 9.3.1. to deliver at his own expense, possession of any such asset or assets so excluded forthwith on being required so to do by the Agent or the Seller to such place as the Agent or the Seller shall require; or
- 9.3.2. to pay to the Agent or the Seller forthwith upon demand a sum equal to the amount agreed or adjudged as between the Seller and the owner or owners of such asset or such other third party having a claim thereto to be recoverable from the Seller by reason of the failure by the Buyer to deliver possession of such asset as provided in clause 9.3.1.
- 9.4. Without prejudice to the generality of the foregoing, the Buyer agrees fully and effectually to indemnify, and keep indemnified, the Seller from and against all claims, losses, proceedings, damages, sums and expenses from time to time paid or payable or incurred or suffered by the Seller in respect of any claims by suppliers for retention of title, without set off counterclaim or any other deduction of any nature.

10. Health and Safety and Other Requirements

- 10.1. Neither the Agent nor the Seller makes any representation or warranty that any Lot sold satisfies any health and safety, quality or other standards imposed by statute, rules or regulations, in particular but without limit those relating to plant and machinery, motor vehicles, food, furniture, and electrical equipment and it shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before the Lot sold is consumed used sold supplied or otherwise disposed of to a third party.
- 10.2. Neither the Agent nor the Seller shall be under any liability pursuant to Section 6 of the Health & Safety at Work Act 1974. The Buyer undertakes to carry out all necessary tests and examinations and other works to ensure that insofar as it is reasonably practical any Lot purchased will be safe and without risk to health and safety at all times when it is being set, used, cleaned or maintained by any person at work.
- 10.3. Certain types of plant or main service installations may contain blue and white asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act 1974 or other statute or regulations made thereunder covering the use of such substances in a working environment. It shall be the Buyer's Obligation and responsibility to comply in all respects with such statute, rules and regulations before and during removal of any such Lot.

- 10.4. Neither the Agent nor the Seller represents that any Lot sold which comprises furniture or furnishings within the Furniture and Furnishings (Fire & Safety) Regulations 1998 are in a condition which makes them suitable for domestic use. If such Lots are sold or supplied in due course for domestic use, the Buyer shall, before selling or supplying them for such use, ensure that they comply with the requirements of such regulations.
- 10.5. The Buyer of any Lot which comprises a motor vehicle shall be responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.
- 10.6. Neither the Agent nor the Seller warrants the accuracy of any recorded mileage on any motor vehicle which is given for information purposes only and must not be relied upon by a Buyer as indicating the actual mileage travelled by the vehicle.
- 10.7. No warranty or representation is given that the hardware, equipment and/or software which constitutes any Lot sold shall be free from viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming code or defects which are intended to damage a user system or data, or compromise security, disrupt services, capture passwords or collect or use tools intended to explore, exploit computer systems or network security or vulnerability and any Buyer of such Lot accepts and uses such hardware, equipment and software entirely at his own risk.
- 10.8. The Seller and the Agent are not selling any computer software or data and shall be entitled to have access to any Lot sold which constitutes or incorporates computer software whether before or after removal by the Buyer to his own premises for the purposes of removing the software and deleting all or any data of whatever form or type which may be contained or stored within such software and neither the Seller nor the Agent shall have any liability for any direct or indirect loss or damage to the Lot sold caused by such deletion.
- 10.9. The Buyer shall indemnify the Agent and the Seller (as the case may be) against all claims, costs, damages and legal and other expenses arising directly or indirectly from any breach by the Buyer of his obligations under this Clause 10.

11. Default by the Buyer

- 11.1. If at any time, the Buyer has failed either to pay the sums specified in Clauses 7.1 or 7.3 in full by the expiry of the time specified in Clause 7.5 (or any extension granted under Clause 7.6 above) or to remove any Lot by the time specified in Clause 8.3 above (or any extension granted under Clause 8.4 above) the Agent may rescind the sale of that Lot, and any deposit shall be forfeit and that Lot may be resold.
- 11.2. The Agent shall be entitled to Charge interest upon any unpaid balance of the Purchase Price at a rate of 4% above the base rate for the time being of Lloyds Bank Plc and to charge the Buyer for all storage charges incurred by the Agent or the Seller arising after the time specified for removal until the Seller elects to rescind the sale, if at all, which election he may make at any time after such non-payment or non-removal as the case may be. Such storage charges to be payable by the Buyer on demand.
- 11.3. If the Agent has rescinded the sale but the Buyer has removed the Lot bought, the Agent shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.
- 11.4. If the Agent has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:
 - 11.4.1. the Purchase Price less the resale Purchase Price;
 - 11.4.2. costs of and incidental to resale (including any insurance or storage charges).
- 11.5. In the event that the Buyer has failed to remove any Lot by the time specified in Clause 8.3 above (or any extension granted under Clause 8.4 above) so that the Seller is unable to give vacant possession upon disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall indemnify the Seller against all loss and expenses caused thereby.

- 11.6. 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 Agent 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 Agent.

12. Liabilities and Indemnities

- 12.1. Where the Agent conducts a sale on behalf of a Seller who is an Insolvency Practitioner acting as an Office Holder under the Insolvency Act 1986 (as amended):
- 12.1.1. the Seller shall only act as an agent on behalf of the insolvent company or individual (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any Lot;
 - 12.1.2. the Seller and the Agent on his behalf sell only whatever right, title or interest the insolvent company or individual may have in any Lot.
- 12.2. Save in respect of a sale to which Clause 12.1 above applies, the Seller warrants to the Buyer that the Seller is able to pass good title and if the Seller is not able to do so, the Agent shall use his reasonable endeavours to assist the Buyer at the Buyer's expense in obtaining good title, but the Agent shall not be bound to initiate litigation and shall not be under any other Obligation to the Buyer.
- 12.3. The Agent neither has nor professes any expert or other knowledge of any Lot sold and all Lots are sold as seen and where lying with all faults and imperfections and errors of descriptions, age, measurements, weight, quantity or quality and whether material or not and all illustrations and descriptions on the Website are for identification only.
- 12.4. The Buyer shall be deemed to have inspected and approved each Lot he buys and if he buys without previous inspection he shall be deemed to buy with notice of all defects and to have done so at his own risk. Any statement by the Agent as to the Lot is as a statement of opinion only.
- 12.5. Neither the Seller of any Lot nor the Agent, their servants or agents, makes or gives nor has any person in the employment of the Agent any authority to make or give any representation or warranty in relation to any Lot and any express or implied conditions or warranties as to description quality or fitness are to the extent permitted by law excluded.
- 12.6. No Lot is sold as comprising or including any new goods and unless specifically stated otherwise does not include any contents.
- 12.7. Liability shall attach to the Seller or Agent either in contract or in tort for loss, injury or damage and legal or other expenses sustained by the Buyer, his employees, servants, agents, principal or employer or his or their property by reason of:
- 12.7.1. any defect in any Lot sold, whether or not such defect be latent or apparent on inspection;
 - 12.7.2. any defect or danger in or on the premises where the Lot is held;
 - 12.7.3. any use or misuse of any of the plant or machinery or equipment present on the premises where the Lot is held, including without limitation, forklifts, travelling gantry cranes and other cranes;
 - 12.7.4. any alleged failure of the Agent to properly advertise the sale or obtain expert advice with regard to any Lot offered for sale;
 - 12.7.5. any act or omission of any person other than the Agent.
- 12.8. In no circumstances shall the Agent be liable to any person who makes any offer for any Lot nor to any agent or employee of such person for any consequential loss or damage howsoever caused.

- 12.9. The Agent does not guarantee continuous, uninterrupted or secure access to the Services, and the operation of the Website may be interfered with by numerous factors outside the Agent's control. The Website and the Services are provided "as is" and as and when available, and to the extent permissible by law in relation to the operation of the Website, the Agent excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.
- 12.10. Each of the Clauses 12.1 to 12.9 and the sub-Clauses therein shall be severable and take effect as separate Clauses and sub-Clauses as the case may be.

13. Breach

- 13.1. Without limiting its other remedies, the Agent may limit a user's activity on the Website, immediately issue a warning, suspend or terminate a user's User ID and refuse to provide the Services to a user without notice: (a) if a user breaches these Conditions or the documents incorporated by reference; (b) if, despite the Agent's reasonable endeavours, the Agent is unable to verify or authenticate any information a user provides to it; or (c) if the Agent believes that a user's actions may cause it financial loss or legal liability.

14. Privacy

- 14.1. The terms of the Agent's Privacy Policy are incorporated by reference into these Conditions. Users are encouraged to periodically review the Privacy Policy posted on the Website at www.eurovals.co.uk.

15. Miscellaneous

- 15.1. The benefit and burden of these Conditions may not be assigned.
- 15.2. If any Clause or any part of any Clause will be held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining Clauses or the remainder of the relevant Clause.
- 15.3. The headings used in these Conditions are for convenience only and will not affect their interpretation.
- 15.4. In these Conditions "including" will mean "including without limitation".
- 15.5. The failure of or delay by the Agent or the Seller in the enforcement or exercise of any right arising under these Conditions will not operate or be deemed to operate as a waiver of the Agent's or the Seller's rights under these Conditions except to the extent of any express waiver given to a Buyer in writing. Any such waiver will not affect the ability subsequently to enforce any right arising under these Conditions.
- 15.6. References in these Conditions to the Agent will, where appropriate, include reference to the Agent's officers, employees and agents. Save as expressly provided in this sub-Clause 15.6, nothing in these Conditions will confer or purport to confer on any third party any benefit or the right to enforce any term of these Conditions, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Where these Conditions confer an immunity from, and/or an exclusion or restriction of, the responsibility and/or the Agent's liability, these Conditions will operate in favour and for the benefit of any of the Agent's officers, employees or agents, each of whom will be entitled to avail itself of the relevant immunity and/or exclusion and/or restriction within and for the purposes of the Contracts (Rights of Third Parties) Act 1999 and generally at law.
- 15.7. Unless otherwise stated in these Conditions or the Special Conditions, all fees and other Charges made by the Agent to a Buyer under these Conditions are exclusive of VAT and VAT will be payable by Buyers on such fees and charges accordingly.

- 15.8. If the Agent is prevented from performing its obligations under these Conditions by circumstances beyond its reasonable control or if performance of its obligations would give rise to a significantly increased financial cost to the Agent, the Agent will not, for so long as such circumstances prevail, be required to perform such obligations.
- 15.9. The copyright in the text of the Website and photographs and illustrations of Lots shown on the Website belongs to the Agent. Users will not reproduce or permit anyone else to reproduce such text, photographs or illustrations without the Agent's prior written consent.
- 15.10. In these Conditions unless the context otherwise requires the following words will mean:

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| Buyer | the person notified pursuant to Clause 5.7 that their offer has been accepted by the Seller; |
| CHAPS | the Clearing House Automatic Payment Service; |
| Expenses | means all charges and expenses paid or payable to the Agent pursuant to these Conditions including but not limited to legal expenses, customs duties, packing or shipping costs, taxes, levies, storage charges or costs of collection from you in the event of default plus VAT if applicable; |
| Lot | a lot offered for sale by way of auction on the Website; |
| Buyer's Premium | the premium equal to 15% of the Purchase Price plus VAT or such other Buyer's Premium as is specified in the Special Conditions; |
| Purchase Price | in relation to a Lot the aggregate of the price of the successful offer and VAT on the successful offer (if applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses; |
| Seller | the seller of a Lot; |
| Website | the website at www.eurovals.co.uk . |