



Conditions of Sale 'If Sold by Tender'

These conditions are to be read in conjunction with the 'Notice to Purchasers' (specific to individual sales) and our 'General Conditions of Sale' found on our website www.GJWisdom.co.uk. In bidding you accept these terms.

Auctioneer

The Auctioneer is G.J.Wisdom of G.J.Wisdom & Co.

Inspection

Buyers are advised to make their own inspection of lots and satisfy themselves on all matters before submitting a Tender.

Description

Lots are believed to be correctly described but no warranty is given or implied. They are sold subject to all faults and imperfections (if any), and no omission or misprint shall invalidate a sale or be made the subject of any claim whatsoever.

Conduct of Sale

The Auctioneer reserves the right of admission. The conduct of the sale shall be at his sole discretion. The decision of the Auctioneer shall be final and binding on all parties.

Method of Tendering

Buyers may tender for individual lots, for sections or for the whole. Buyers will accept the lots where they lie and refer to the form of Tender for description and quantity. Clearance is under the supervision of the Auctioneer. Buyers are expected to make their own arrangements for clearing their lots and shall be at their own expense. Purchasers have no rights to goods not described in the form of Tender.

Completion of Tender Forms

The Tender forms should be completed and handed to the Auctioneer by the time specified on the form of Tender. The Vendor reserves the right to consider or reject Tenders received after this time. No Tender shall be withdrawn after it has been received.

Acceptance of Tenders

Purchasers will be informed of the acceptance of Tenders as soon as possible. The Vendor does not undertake to accept the highest or any tender and reserves the right to withdraw all or some of the goods from the advertised sale at any time before a purchaser is declared. The Auctioneer cannot, under any circumstances, be held responsible should this occur. If amongst the highest Tenders there are one or more bids of equal amounts the Auctioneer shall declare the purchaser(s)

Insurance

As from the date and time the purchaser(s) is/are declared the goods shall be at the sole risk of the purchaser and neither the Auctioneer nor the Vendor will be held responsible for any loss or damage by fire, burglary or any other cause whatsoever.

Payment

The full amount of the purchase price (including buyers premium and VAT thereon) must be paid over to the Auctioneer, in the form of cash (subject to limitations) bank transfer, debit card or bankers draft, within the time specified and in any event prior to clearance. Title of goods will pass when the moneys have been paid in full and the sale invoice issued. In the event of failure to complete payment, the Auctioneer and Vendor reserve the right to dispose of such lots without prejudice to the Vendors rights. Any deficiency from such re-sale, together with all costs, shall be made good by the defaulter.

Clearance

No clearance shall take place until all moneys have been paid in full. Purchasers shall provide at their own expense all necessary transport, staff etc. Clearance must take place strictly in accordance with the arrangements made with the Auctioneer.

Defaults by Buyers

Failure to comply with these conditions shall in no way invalidate the conditions of sale should the purchaser fail to pay in full by the specified time or fail to remove goods within the time arranged with the Auctioneer, without prejudice to the Vendors rights, the Auctioneer will make such arrangements as he thinks appropriate to dispose of any unclaimed lots and the purchaser shall be liable for any deficiency and expense involved in the re-sale.

Claims

No claims whatsoever will be accepted and the Vendor shall make no allowance whatsoever.

Accident or Damage

Persons entering the premises do so at their own risk and no responsibility will be accepted by the Auctioneer or the Vendor for any accident, injury or damage occurring whilst viewing or clearing goods.

Damage to Property

Buyers or their representatives shall be liable to make good any damage caused by removal or otherwise. A deposit may be required during clearance, which will be refunded upon satisfactory completion of removal.

Disputes

In the event of any dispute the Auctioneers decision will be final and binding on all parties.

Value Added Tax

All offers are subject to Value Added Tax at the appropriate rate.

Buyers Premium

A Buyers Premium may be levied at the discretion of the Auctioneer, at a % rate to be advised on the form of Tender.

Health and Safety at Work Act 1974 — Undertaking

To comply with section 6(8) of the above act, purchasers undertake to comply with the guarding requirements under regulation 15 – sale or hire of machinery.

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