

CONDITIONS OF SALE Standard conditions for sale of goods by tender / private treaty / on-line auction-style sales

<p>1. Definitions "We" or "Us" or "Our" 5017249)</p> <p>"Business" "Buyer"</p> <p>"Buyer's Email Address"</p> <p>"Completion Date" "Contract"</p> <p>"Customers" "Customer Data"</p> <p>"Customer Database"</p> <p>"Data Controller" "Data Employees"</p> <p>"Data Protection Legislation"</p> <p>"Employees"</p> <p>"Employee Data"</p> <p>"Employee Database"</p> <p>"Expenses"</p> <p>"Goods"</p> <p>"GDPR"</p> <p>"Vendor"</p> <p>"Vendor's Records"</p> <p>"Website"</p> <p>2. Application of Terms 2.1</p> <p>2.2</p> <p>3. Our Capacity</p> <p>4. Buyer's Obligations to Inspect</p> <p>5. Exclusion of Liability 5.1</p> <p>5.2</p>	<p>means JPS (Surveyors) Limited (Company Number 5017249)</p> <p>whose registered office is WORTH House, Unit 32, Stanley Road, Whitefield, Manchester, M45 8QX;</p> <p>Means the business of the Vendor means the person firm or company who purchases the Goods from Us;</p> <p>means the email address that the Buyer uses when confirming the purchase on the Website.</p> <p>the date of Our invoice.</p> <p>means any contract between the Vendor acting by Us (as agents only) and the Buyer for the sale and purchase of the Goods, incorporating these Conditions; the customers and former customers of the Business; the personal data (as defined article 4(1) of the GDPR) of Customers which form part of the Customer Database.</p> <p>the database owned by the Vendor for the purpose of providing [products and/or services] to Customers, as defined in article 4(7) of the GDPR</p> <p>the Employees and all persons formerly employed by the Vendor in the Business at any time before the Completion Date.</p> <p>the UK Data Protection Legislation and (for so long as and to the extent that the law of the EU has legal effect in the UK, whether by means of the Data Protection Act 1998 or otherwise) the GDPR and any other directly applicable EU regulation relating to data protection and privacy.</p> <p>all persons employed by the Vendor in the Business as at the Completion Date</p> <p>the personal data (as defined in article 4(1) of the GDPR) of the Data Employees which form part of the Employee Database.</p> <p>the database owned by the Vendor in connection with the Data Employees.</p> <p>means in relation to the sale of any Goods, Our charges and expenses, including but not limited to legal expenses, charges for insurance, listing fees, customs duties, packing or shipping costs, taxes, costs of testing, searches or enquiries relating to any Goods or costs of collection from a defaulting Buyer plus an amount in lieu of VAT if applicable on any expense incurred.</p> <p>means any goods agreed in the Contract to be supplied to the Buyer by the Vendor (including any parts or parts of them);</p> <p>the General Data Protection Regulation ((EU) 2016/679).</p> <p>means the person(s), firm or corporation from or through whom instructions for sale of the Goods have been received by the Auctioneers;</p> <p>means the books, accounts, lists of clients, Customers and suppliers (including the Customer Database), credit reports, cost records, work tickets, and all the other documents, papers and records (including the Employee Database) however stored of the Vendor relating to the Business, Employees or any of the assets of the Business.</p> <p>www.assettrail.com or such other website that you are directed to that is managed by us;</p> <p>The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or any other document.)</p> <p>Nothing in this clause 2 operates to limit or exclude any liability for fraud.</p> <p>We sell as agents only for the Vendor (except where they are stated wholly or partly to own any Goods as principal) and as such are not responsible for any default by the Vendor or the Buyer.</p> <p>All Goods are sold with all faults and imperfections and errors of description. Illustrations in catalogues are for general identification only. Buyers should satisfy themselves prior to the purchase as to the condition of the Goods. Any statement by Us as to the Goods is a statement of opinion only and every person should rely on his own judgement as to all matters affecting the Goods.</p> <p>Neither Us nor the Vendor of any Goods, Our/ their servants or agents is responsible for errors of description or for the authenticity of any Goods or for any misstatement as to any matter affecting the Goods. Neither Us nor the Vendor of any Goods, Our/their servants or agents makes or gives, nor has any person in Our employment any authority to make or give, any representation or warranty in relation to any Goods and save as precluded by law any implied conditions or warranties are excluded.</p> <p>For the avoidance of doubt, no Goods (the nature of which are motor vehicles) are warranted or held out to be road worthy and save as</p>	<p>5.3</p> <p>5.4</p> <p>5.5</p> <p>5.6</p> <p>5.7</p> <p>6. Limitation on claims</p> <p>7. Sale by Online Auction-Style Listings 7.1</p> <p>7.1.2</p> <p>7.1.3</p> <p>8. Sale of Goods by private treaty</p> <p>9. Terms of Payment</p> <p>10. Remedies for non-payment 10.1</p> <p>10.1.1</p> <p>10.1.2</p> <p>10.1.3</p> <p>10.1.4</p> <p>10.1.5</p> <p>10.1.6</p> <p>10.1.7</p> <p>10.1.8</p> <p>10.1.9</p>	<p>The Buyer acknowledges and agrees that all terms implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and any other statutorily implied terms as to satisfactory quality and fitness for purpose are save as precluded by law expressly excluded and the Buyer shall not seek to rely upon any conditions or warranties implied thereby.</p> <p>No representations or warranties are made by either Us or the Vendor as to whether any Goods are subject to copyright, nor as to whether the Buyer acquires any copyright in any Goods sold.</p> <p>Every person on Our premises before during or after the sale shall be deemed to be there at his own risk and with notice of the condition of the premises and their contents. Such persons shall have no claim against Us in respect of any injury sustained or any accident which may occur from any cause whatsoever.</p> <p>Notwithstanding the foregoing nothing in these terms and conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way where the Buyer has rights under the Contract as a consumer exclude or limit Our liability to the Buyer for any death or personal injury resulting from Our negligence.</p> <p>Nothing in this clause 5 operates to limit or exclude any liability for fraud.</p> <p>Without prejudice to the provisions of clause 5 above, and save insofar as it relates to any liability which the Auctioneers may have for personal injury or death, any claim against the Auctioneers by the Buyer shall be limited to the purchase price actually paid by the Buyer to the Auctioneers with regard to the Goods.</p> <p>Contract Where sale of the Goods is by online auction-style listings: 7.1.1 Any prospective buyer submitting a bid shall do so by entering the maximum price the prospective buyer is prepared to pay for the Goods into the bid box and thereafter confirming the bid. The confirmation of the bid by the prospective buyer shall constitute a formal offer to purchase on the Goods up to the maximum bid price.</p> <p>The Contract shall be concluded by the acceptance by Us of the successful bid following the conclusion of the auction-style listing after the prospective buyer has been directed the Website and registered and submitted the Buyer's details as requested.</p> <p>Notification of conclusion of the Contract shall be sent to the successful Buyer to the Buyer's Email Address together with an invoice for the Goods.</p> <p>Where the sale of the Goods is not by auction-style listing the sale is by private treaty. The Contract for sale of goods by private treaty will be concluded upon the Buyer confirming the order as directed on the Website and upon Us thereafter sending an invoice for the Goods to the Buyer's Email Address. Or, the sale is concluded upon the issuing of a request for payment where a sale follows the receipt of an offer which is accepted.</p> <p>Payment of the price for the Goods is due within 7 days after the date of the Our invoice, unless agreed and stated otherwise. Payment shall be made by any of the permitted methods referred to in the listing and payment will not be deemed to have been made until the We are in receipt of cash or cleared funds.</p> <p>If the total amount due for the Goods is not paid in accordance with Clause 9, We shall have the discretion, and without prejudice to any other rights We and the Vendor may have, be entitled, both on Our own behalf and as agent for the Vendor to exercise anyone or more of the following rights or remedies:</p> <p>commence proceedings against the Buyer for damages for breach of contract</p> <p>rescind the contract;</p> <p>apply any payments made by the Buyer to Us as part of the total purchase price or otherwise towards any costs or Expenses incurred in connection with the sale and or resale of the lot;</p> <p>apply any payments made by the Buyer to Us as part of the total purchase price or otherwise towards any debts owed by the Buyer to Us in respect of any other transaction;</p> <p>arrange and carry out a resale of the Goods by public auction or private sale in mitigation of the debt owed by the Buyer to Us. The net sale proceeds shall be applied in reduction of the Buyer's debt. If a resale results in a lower price than the original purchase price under the Contract, then both Us and the Vendor shall be entitled to claim the balance from the Buyer together with any costs and Expenses incurred in connection with the resale. If the resale results in a higher price than the original purchase price under the Contract then the surplus shall be paid to the Vendor In such case the Buyer waives any claim it may have to title to the Goods and agrees that any resale price shall be deemed commercially reasonable;</p> <p>exercise a lien over any of the Buyer's property which is in Our possession for any reason until payment of all outstanding amounts due to Us by the Buyer have been paid in full. If the amount outstanding then remains unpaid for 14 days following notice being sent to the Buyer's Email Address by Us of the exercise of the Lien, then We shall be entitled to sell such property in accordance with Clause 10.1.5 above;</p> <p>charge the Buyer Our and the Vendor's reasonable legal and administrative costs;</p> <p>charge the Buyer interest at a rate of 5% per annum above the base rate of Barclays Bank Plc from time to time due on the total purchase price under the Contract or any outstanding balance thereof to the extent that it remains unpaid of the date for payment;</p> <p>insure, remove and store the Goods either at Our premises or elsewhere</p>
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at the sole risk and expense of the Buyer.

11. Risk and Title

- 11.1 The Goods shall be at the Buyer's risk from the date of the Our invoice.
- 11.2 Ownership of the Goods shall not pass to the Buyer until We have received in full (cash or cleared funds), all sums due to it in respect of:
 - 11.2.1 the Goods; and
 - 11.2.2 all the other sums which are or which become due to Us from the Buyer on any account.
- 11.3 No warranty is given by Us that the Vendor owns or is entitled to pass good title to any lot.

12. Collection or Delivery

- 12.1 Subject to clause 12.2 We will deliver the Goods to the Buyer to the address provided by the Buyer following receipt in full (cash or cleared funds) all sums due in respect of:

- 12.1.1 the Goods;
- 12.2.2 any applicable delivery charges as set out in our listing;
- 12.2 It might not be possible for us to deliver to some locations (as maybe referred to in the listing) in which event unless the Buyer arranges to collect the Goods from Us within 7 days of payment We reserve the right to cancel the contract between us. The Buyer shall not remove any Goods at the time of sale until such time as payment of the total purchase price has been made in full in accordance with Clause 9 above.

- 12.3 Failure to remove the Goods by the specified date in accordance with Clause 12.2 above will result in the Buyer being liable for storage or removal charges whether or not the Goods have been paid for and We shall be entitled to pursue, inter alia, any of the action set out at clause 10 above.

13. Purchase of Motor Vehicle

- 13.1 The Buyer of any motor vehicle is 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.

14. Health and Safety At Work Etc Act 1974

- 14.1 Its is expressly brought to the Buyer's attention that at the time of sale any items of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. A Buyer of any such plant, machinery or equipment is hereunder required to ensure that the use of the same at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.

- 14.2 certain types of plant, or main service installations could 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 etc Act 1974 or any other current legislation covering the use of such substances in a working environment.

15. Data Protection

- 15.1 The Buyer undertakes that, on receipt of the Customer Database and Employee Database on the Completion Date:

- 15.1.1 it shall duly observe all its obligations as a Data Controller under the Data Protection Legislation which arise in connection with processing Customer Data and Employee Data;

- 15.1.2 it shall comply with the seven principles relating to processing of personal data set out in Article 5(1) of the GDPR, and in particular shall process Customer Data and Employee Data in accordance with the 'lawfulness, fairness and transparency' principle, for the purpose of the continued provision of details of the [product(s)] [and] [services] to the Customers and in connection with the employment of the Data Employees and in accordance with the terms and conditions set out in this agreement;

- 15.1.3 it shall send a privacy notice to each Customer and Data Employee identified in the Customer Database and Employee Database in the form set out in the schedule to these Conditions within 7 Business Days of the Completion Date;

- 15.1.4 it shall respond to any request made by a Customer or Data Employee in relation to the provision of details of the [product(s)] [and] [services] in accordance with the rights for the time being of data subjects; and

- 15.1.5 it shall obtain, and at all times maintain, a notification under the Data Protection Legislation appropriate to the performance of its obligations under this agreement.

- 15.2 The Buyer shall indemnify the Vendor against all losses suffered or incurred by the Vendor arising out of or in connection with processing the Customer Data or Employee Data by the Buyer, including those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with the data protection obligations set out in this Clause 15 or any part of the Data Protection Legislation by the Buyer, its employees, agents or sub-contractors.

16. Vendor's Records

- 16.1 From Completion, the Buyer shall make the Vendor's Records available for inspection by the Vendor and any insolvency office holder appointed in relation to the Vendor and their representatives and provide to them reasonable facilities during normal business hours to inspect and copy (at the Buyer's expense) the Vendor's Records.

- 16.2 The Buyer shall:
 - (a) keep the Vendor's Records in good order and in good and safe condition, and insured for their full value; and
 - (b) give the Vendor or any insolvency office holder appointed in relation to the Vendor not less than one month's prior notice of any intended disposal or destruction of all or any of them.

17. Right for Buyer to cancel Contract

- 17.1 If the sale is by private treaty and not an auction sale and the Buyer is a consumer then:

- 17.1.1 The Buyer may cancel the Contract with Us for the Goods at any time up

to the end of the seventh working day from the date the Buyer receives the Goods. The Buyer does not need to give Us any reason for cancelling the Contract nor will the Buyer have to pay any penalty.

- 17.2 The Buyer cannot cancel the Contract if the Goods are newspapers or magazines or if the Buyer has taken any audio or video recording or computer software out of the sealed package in which it was delivered to the Buyer.

- 17.3 To cancel the Contract the Buyer must notify us in writing.
- 17.4 If the Buyer has received the Goods before the Buyer cancels the Contract then unless

- 17.5 under clause 15.2 the Buyer does not have a right to cancel the Buyer must send the Goods back to Our contact address at the Buyer's own cost and risk. If the Buyer cancels the Contract but We have already processed the Goods for delivery the Buyer must not unpack the Goods when they are received and must send the Goods back to Us at our contact address at the Buyer's own cost and risk as soon as possible.

- 17.5 Once the Buyer has notified Us that the Buyer is cancelling the Contract, any sum debited to Us from the Buyer's credit card will be re-credited to the Buyer's account as soon as possible and in any event within 30 days of payment by the Buyer PROVIDED THAT the goods in question are returned by the Buyer and received by Us in the condition they were in when delivered to the Buyer. If the Buyer does not return the Goods delivered or does not pay the costs of delivery, We shall be entitled to deduct the direct costs of recovering the Goods from the amount to be re-credited to the Buyer.

18. Severability

- 18.1 In the event that any provisions of these Conditions should be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.

19. Jurisdiction

- 19.1 These conditions shall be governed by and construed in accordance with English law. All transactions to which these conditions apply and all connected matters shall also be governed by English Law.