

## Terms and Conditions Of Auction

### CONDITIONS OF SALE

1. The highest bidder for each Lot shall be the purchaser thereof, and in the event of any dispute the Auctioneer shall have absolute discretion either to settle such dispute or to re-offer the Lot immediately.
2. The Auctioneer may, without giving any reason, therefore, refuse to accept the bidding of any person or persons.
3. No person may advance less at a bid than a sum to be named from time to time by the Auctioneers.
4. The vendors may bid for any Lot or Lots and may withdraw any Lot or Lots, either personally or through the Auctioneer or through any other person, as many times as they respectively see fit.
5. Intending purchasers shall give their name and address to the Auctioneer prior to the auction and shall pay into the hands of the Auctioneer a deposit to obtain a Buyer's Number. If any purchaser fails to comply with any of the conditions the Lot or Lots in respect of which such failure is made may, if the Auctioneer thinks fit, be put up for auction again and resold at any time. If upon such re-sale, a lower price is obtained for any such Lots than was obtained on the first sale the difference in price shall be a debt due from the purchaser in default upon the first sale, no Lot may be transferred.
6. Care has been taken to ensure the accuracy of the catalogue, but no sale shall be invalidated by reason of any defect of faults in any of the Lots by reason of any of the Lots being incorrectly described in the catalogue and no compensation shall be paid in result of any such faults or errors in description. The Auctioneers give no warranty as to the genuineness of authenticity of the goods and the purchaser shall accept every Lot with all faults and errors of description.
7. Each Lot shall be at the purchaser's risk from the fall of the hammer and must be paid for in full before collection and removed by the purchaser at their own expense and risk by 5pm the following working day after the relevant auction, in which the Lot was purchased, has concluded. If any Lot is not so taken away by the purchaser, the vendor or the Auctioneer shall be entitled at the risk of the purchaser to remove the same to any place of storage and shall not be responsible for any expense of such removal or storage or any damage or destruction or loss thereby occasioned. Furthermore, where goods by agreement are stored after a sale at the purchaser's request on either the vendors or Auctioneers' premises, the items so stored will be entirely at the risk of the purchaser and no responsibility can be accepted by either the vendor or the Auctioneers for loss, damage or destruction thereby arising. In addition to the above, upon failure to remove the Lot from the premises as required, the Auctioneers reserve the right to re-enter the Lot into auction and charge an entry fee to the buyer.
8. Any damage occasioned to the premises at which the auction takes place or to Lots or any part or parts thereof occasioned by such removal by the Auctioneer under the last condition and all damage occasioned by a removal by the purchaser, shall be made good by the purchaser and principals shall be responsible for the acts of their servants and agents.
9. Upon failure to apply with the above conditions, the money deposited in part payments shall be forfeited, and the Lot shall be resold by public auction or private sale and any deficiency arising upon the resale together with the expenses thereof shall be made good by the defaulter at this sale.
10. In as much as the Auctioneer acts only as an agent, they shall not be responsible for any act or default of the purchaser or the vendor and shall not be liable to pay the vendor until payment is received from the purchaser.

11. The Auctioneers are prepared to accept commissions on behalf of the intending purchaser who are unable to attend an auction, provided such commissions are given in writing, in which event they will be carried out free of charge to the intending purchaser. The Auctioneers are not responsible for, nor are they in anyway connected with, commissions to purchase Lots given to any member of their staff other than by the Auctioneer.
12. The buyer confirms they will take the necessary steps to ensure, as far as is reasonably practicable, that the equipment purchased is safe and without risks to health when it is being set, used, cleaned, or maintained by a person at work. The buyer understands that by entering into this agreement they will relieve the Auctioneer of the duties specified under section 6(1)(a) of the Health and Safety at Work Etc Act 1974 to such extent as is reasonable. The buyer also understands that failure to take the specified steps before putting the equipment into service may render them liable to prosecution and a fine of up to £20,000 on summary conviction and unlimited fine on indictment. It is a legal requirement that before work equipment can be put into use the Provision and Use of Work Equipment Regulations 1998 and any other relevant legislation must be complied with in relation to it. Buyers in The Republic of Ireland give the same confirmations in relation to Section 16 of the Safety, Health and Welfare at Work Act 2005 and the European Communities (Machinery) Regulations 2008 and as later amended.
13. References to Acts of Parliament shall be deemed to include all Acts, Orders and Statutory Instruments enlarging, re-enacting, or amending the same as in force from time to time.
14. The purchaser of each Lot shall, with his purchase money, pay auction commission with value added tax thereon at the appropriate rate.
15. Wilsons Auctions offers customers an easy means to pay using 'Prommt', which links directly to the customer's bank account. Customers are also welcome to pay by bank transfer. The Company accepts payments in cash and by card below £1,000 / €1,000 without charge. Card payments are not accepted above this amount. Cash payments above £1,000 / €1,000 can only be made in accordance with the Anti Money Laundering legislation and are subject to a cash handling charge.
16. Where cheques issued in the Republic of Ireland are drawn for payment in sterling, these must be branded by the purchaser's bank before presenting; otherwise, they will not be acceptable.
17. Since goods have been available for inspection by or on behalf of the purchaser prior to the sale, no warranty, condition, description, or representation on the part of the vendor is given or implied; nor is any warranty, condition, description, or representation to be taken to have been implied from anything said by or on behalf of the vendor prior to the sale. Any statutory or other warranty, condition or description expressed or implied as to the state, quality or fitness of the goods is hereby expressly excluded.
18. Wilsons Auctions offer no guarantees as to the roadworthiness of any of the vehicles, or seaworthiness of any of the vessels, made available for sale in the auction.
19. Potential purchasers are advised to satisfy themselves as to the authenticity of any Lot before bidding. Catalogue descriptions have been passed to Wilsons Auctions by the vendors or garnered from research carried out by Wilsons Auctions and should not be taken entirely accurate. Wilsons Auctions accept no liability for mileage input errors on MOT's, MOT VOSA data base or VRM/NMR mileage register. It is the sole responsibility of the buyer / bidder to satisfy themselves of the accuracy of mileage recorded on any vehicle offered at auction.
20. Commission will be payable by the vendor to the auctioneer as a result of incorrect description of the Lot detailed by the vendor. Commission payable will be at the rate pertaining to the relevant auction.
21. All purchasers are required to leave a deposit, at the rate set for that auction, prior to the auction, to enable bidding and accept that Wilsons Auctions will debit a further 10% of the purchase price from the card details supplied at the fall of the hammer.

22. Commission is payable on top of the purchase price and is subject to VAT at the current rate. Potential purchasers are advised to confirm the commission rate applicable to the auction in which they wish to participate. Confirmation of the applicable commission rate can be obtained from the Wilsons Auctions branch conducting the auction. Potential purchasers using the Live Bid facility should be aware that each purchase made will attract an 'online buyer's fee' which will be charged at the prevailing rate. Please check with the relevant branch for the current rate before bidding.
23. Foreign registered vehicles may incur onward registration fees. Potential purchasers of foreign registered vehicles are advised to ascertain in advance of the auction what paperwork is available with the vehicle in question and to satisfy themselves as to any potential future costs to register the vehicle. The auctioneer will not be held liable for any potential future issues involved with the registration of any vehicle.
24. Registration for online bidding should be completed 24hrs prior to the commencement of the auction. The Auctioneers shall not be held responsible for any loss of communication or connection between a Bidders internet system and that of Wilsons Auctions Live Bid platform.
25. "Caveat emptor – These goods being auctioned are second hand, unless stated otherwise. The government department/vendor who has listed the item claims no responsibility for the authenticity, commercial value, or quality of any of the items. The working condition (unless stated otherwise) of these items are not determined and it is advised that all electrical items should be tested by a competent person prior to use. Where a description refers to stone's 'yellow' or 'white' metal in respect of jewellery items then that should be taken to mean its substance is unknown." The goods are second hand. The Sale of Goods Act does not apply, and the goods are being 'sold as seen'."
26. Any representation or statement by the Auctioneer in any catalogue, brochure, or advertisement of forthcoming auctions as to authorship, attribution, genuineness, authenticity, origin, date, age, provenance, condition or estimated selling price is a statement of opinion only.
27. Goods may be sold 'provisionally' to a bidder by the Auctioneer. A provisional bid is binding, pending acceptance by the vendor which the auctioneer will endeavour to obtain in a timely manner. A provisional bid may result in further negotiations on the bid price, conducted by the Auctioneer, on behalf of the bidder and the vendor. A bidder may not retract a provisional bid without prior agreement with the Auctioneer, as negotiations will be ongoing with the vendor. On acceptance of the provisional bid by the vendor the deposit paid by the bidder becomes a part payment and is non-refundable. The deposit paid by a bidder on a provisional bid may be returned or transferred to another Lot if the bid is not accepted by the vendor. Bidding on separate Lots while a prior provisional bid is pending may result in multiple Lots being won. A deposit at the current rate at the time of the auction is required from the bidder for each Lot bid thereon. The Auctioneer reserves the right to transfer a deposit or part payment between Lots or divide a deposit or part payment between Lots as necessary.
28. Subject to the buyer having made full payment for a vehicle, which includes the sale price and all fees, and no disclosures having been made otherwise, the buyer is entitled to rely on the following representations and warranties made by Wilsons Auctions
  - unencumbered title to the vehicle.
  - the vehicle has not been the subject of an insurance total loss claim and/or is stolen & recovered (unless disclosed otherwise)
  - the odometer of any vehicle if noted to be warranted will be true and accurate, unless amended/declared otherwise by the Auctioneer at the point of sale or in accordance with clause 19.

29. These Terms and Conditions shall be governed with effect to the Enabling Legislation and by the laws of Northern Ireland. Any disputes arising shall be dealt with by the courts of Northern Ireland.
30. The Auctioneer can enforce any rights and obligations under this Contract even if there is a delay in doing so.
31. If the purchaser defaults in payment of their purchase money or neglect to comply fully with these conditions or any of them, all money paid by them, their servants or agents at the time of default or neglect shall be forfeited to the vendor. The vendor shall be at liberty to re-sell the lot or lots at such time and in a manner as they may deem proper without notice to the party or parties making default, either by public or private contract, and with any deficiency being payable immediately by the defaulting or negligent purchaser. In case of non-payments by the purchaser, any amount owing to the vendor shall be recoverable as and for liquidated damages. This condition shall not prejudice the right of the Vendor or the Auctioneers to enforce any contract made hereunder and the failure of the party whose tender(s) is accepted to pay in full within the time specified shall constitute a material breach of conditions entitling the vendor to terminate the contract or to sue the purchaser for specific performance, for damages or both. The vendor shall be entitled to interest on any balance of the purchase money remaining unpaid from the closing date, up to the date of actual completion at a rate of 20% per annum compounded on a calendar monthly basis.
32. If this Contract is found to be unenforceable in part by any Court of Law or other regulatory or competent body, this will not affect any other part of this Contract.