

Taylor & Co

Industrial Auctioneers & Valuers

www.tylorsauctioneers.co.uk

 0333 355 8586

 *info@tylorsauctioneers.co.uk*

The Auction Room, 10 Tything Road West,
Arden Forest Industrial Estate, Alcester,
Warwickshire B49 6EP

Terms & Conditions of Sale by On-Line Auction 2018

Conditions

These conditions, together with "Notice to Purchasers" are the only terms & conditions subject to which Taylor & Co acting as agents for the vendor will contract with buyers. Bidding for any lot shall be deemed to be an acceptance of these conditions and in the Notice to Purchasers.

Inspection & Description

Buyers have a responsibility to carry out their own inspection of any lots at the time and at the premises specified and to satisfy themselves prior to placing bids that the lot is suitable for purpose. Goods are believed to be described correctly and sold with all faults and imperfections of description. All goods are sold on the basis of "as is" and the Auctioneers give no warranty whatsoever on any items has sold.

Limitation & Liability

Neither the Vendor nor the Auctioneers shall be liable for any loss or damage suffered by the buyer arising out of any connection with any defects in any lots purchased, errors of description in the auction catalogue. Neither the Auctioneers nor the Vendor shall be liable for any indirect or consequential loss or damage (Whether the loss of business or otherwise) incurred by the buyer whatsoever. Nothing in these conditions excludes or limits the liability of the Auctioneers or Vendor for personal injury or death caused by their negligence or fraudulent misrepresentation.

Conduct of Sale

The conduct of the sale shall be at the Auctioneers sole discretion and the Auctioneers reserve the right to refuse any bids without giving good reason. Each bidder must register with Bidspotter or iBidder prior to submitting any bids in On-Line sales. Taylor & Co reserves the right to reject any registration at its sole discretion. No bid may be withdrawn after the close of bidding. The highest bidder for each lot at the close of bidding shall be the Buyer, subject to approval by the Auctioneers. The Sale Price is exclusive of the buyer's premium and VAT. In making a bid for any lots, the Buyer will be held personally liable for a bid unless the Auctioneers have previously agreed in writing with the Buyer otherwise.

Title

Title to each of the goods will not pass until all payments owed by the Buyer to the Auctioneer are settled. All payment is to be made via Bank Transfer direct to the account of the Auctioneers business. Cash will only be accepted if the item is located at the Auction Room

Goods will not be permitted to be removed from the premises until confirmation of payment in full has been satisfied.

Removal of goods shall only take place within the time of business hours 10am-4pm on the designated collection dates unless otherwise stated on the "Notice to Purchasers".

All collections need to be subject to the Auctioneers approval.

The Buyer will be responsible for removal of lots at his own expense and must provide his own labour, and equipment.

Damage to Premises

The Buyer shall be responsible for the removal of all goods purchased at his own expense and risk. Such removal must be carried out safely and lawfully and in accordance with any conditions of sale which the Buyer is notified. The Auctioneer reserve the right to stop the removal of a lot by the Buyer if it appears to the Auctioneer that the removal is being carried out in an unsafe or unsatisfactory way. Any damage caused to the premises of collection will be repaired and made good at the cost of the Buyer.

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Accident or Damage

Neither the Auctioneers nor the Vendor will accept any responsibility for any accident (except for that arising out of its negligence or the negligence of its agents or employee's, resulting in personal injury or death) howsoever caused to any person which may occur whilst on the Auctioneers premises, the Vendors premises, or such other premises used to hold the auction or store the lots.

Dangerous Substances

It is expressly brought to the attention of the Buyers that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals and hazardous waste, which if not handled correctly during removal from the premises could be in breach of the Health & Safety at Work Act.

Governing Law These conditions and any conditions contained in the Notices to Purchasers, along with all associated transactions and all connected matters shall be governed and construed in accordance with English Law