By Instructions of a retained Client

8 X REELS OF NEXANS HIGH VOLTAGE CABLE

BIDDING ENDS
From 1pm Friday 25th September 2020

VIEW
By appointment with the auctioneers by calling 01724 334411

AT
Eddisons, The Auction Centre, Dunlop Way, Scunthorpe, DN16 3RN

COLLECTION DAYS
Tuesday 29th September By appointment with the auctioneers

BUYERS PREMIUM
15% plus VAT

NOTICE

This is a full PPE Site – visitors must wear adequate PPE at all times

At the close of the timed Online Auction Sale final bid figures will be submitted to the seller for its approval and any Bid shall be subject to approval and acceptance by the Company/Seller.

No bid may be withdrawn and **the Company/Seller does not bind himself to accept the highest Bid or any other Bid** placed in the course of the online Auction Sale.

Reacting to the latest government announcements, we have to plan on this situation being the new normal and we will do all that we can to make Viewing and Collections as risk free as possible. You are reminded that All lots are available to view via our Online auction platforms.

In order to protect both you and our staff we are taking immediate steps to help limit the spread of Coronavirus (COVID-19). This involves limiting physical contact on site.

To ensure we are doing everything possible to reduce the risk of infection for both our customers and colleagues, we will be introducing some distancing measures for View days and collections.
Please limit attendance on site to only one member of firm or family for viewing, and as small number as possible to deal with collection of your lots. All Viewing and Collections will now require an appointment.

1 SPECIAL CONDITIONS

These Special Conditions of Sale should be read in conjunction with the General Conditions of Sale for Online Auctions posted at www.eddisons.com and contained within this catalogue.

2 VIEW

The lots will be on view on **By appointment with the auctioneers by calling 01724 334411**

NB The Auctioneers hereby specifically exclude liability for any accident or injury howsoever arising, sustained by any person or persons who may attend at the premises for the purpose of the auction, inspection, purchaser, collection or any other business. Children under the age of 16 are strictly not allowed on the auction premises

3 SALE

Bidding Ends: From 1pm Friday 25th September 2020 – please note that should any bid be received during the last 10 minutes of the sale, the chance to bid on that particular lot will be extended to 10 minutes. Important – when bidding do not forget to refresh your screen to ensure you are aware of all current bids.

4 REGISTRATION

To register for this sale visit www.eddisons.com and click on the appropriate sale.

5 BUYERS PREMIUM

A Buyers Premium of 15% plus VAT will be charged on all lots in addition to the hammer price.

6 VALUE ADDED TAX (VAT)

VAT at the applicable rate will be added to all purchasers invoices.

For EU purchasers we require a copy of your company letterhead stating your VAT number and address. Any invoices will be subject to a bond, which equals the value of the VAT and once we receive a copy of the delivery notes confirming the delivery of goods to the country of your registration, which is to our satisfaction, we will refund the VAT bond. We require these documents within two months of the invoice date. VAT is not refundable on the buyers premium.

For purchasers out of the EU you will have to pay the VAT in the first instance and once we receive copies of bills of lading and delivery note confirming the delivery of goods, which is to our satisfaction we will refund the VAT. VAT is not refundable on the buyers premium. The bills of lading will need to quote the invoice number and Eddisons for us to match up your bills of lading with the correct invoice. We require these documents within two months of the invoice date.

7 DECLARATION

All invoices will be emailed **on Friday 25th September 2020**

8 PAYMENT TERMS

Full payment is required within 24 hours of the sale closing

(A) GENERAL

ALL LOTS MUST BE PAID FOR BEFORE COLLECTION.

No purchaser shall be entitled to remove any lot, or part thereof, until full payment has been made to the Auctioneers for every lot purchased.

(B) PAYMENT

ACCEPTED METHODS OF PAYMENT ARE:
Online Payments:
Debit Cards (Visa, Maestro/Switch, and Solo) – UK based only
For the payments to be processed correctly please make sure you use the correct registered card address. Any other address will cause the transaction to fail. Please make sure you have sufficient funds before payment.

Bank Transfer Payments:
Faster Payments Service or CHAPS – Please quote invoice number or buyer number as reference

We DO NOT accept cash or cheques as payment please use the methods above.

For bank transfers:
Barclays Bank PLC
Barclays Business Centre
PO Box B72
17 Market Place
Huddersfield
HD1 2AB

Eddisons Commercial Limited
Plant & Machinery Clients Account
Account No: 40860484
Bank Sort Code: 20 48 46
Swift Code: BARCGB22
IBAN Code: GB97BARC20484640860484

9 ANTI-MONEY LAUNDERING PROCEDURES

The Law now requires that proof of identity must be presented to register at the sale. This can be provided either with a current signed passport, current full UK driving licence or utility bill. Cash deposits will NOT be accepted as an alternative proof of identification. Cash payments will not be accepted.

10 BUYING INSTRUCTIONS

Bidding is conducting online direct through the link on our website. All bids will be subject to client approval.

11 TRANSFERS

Eddisons will not recognise the sale of accounts (or parts of accounts) to third parties and we will only accept payment from and allow removal of items by the successful bidders themselves of their appointed agent.

12 PURCHASE OF GOODS THROUGH A FINANCE COMPANY

Please notify us well in advance of the sale if you are intending to purchase through a finance company. This is to ensure the finance company is able to make payment in accordance with the General & Special Conditions of Sale

13 REMOVAL OF LOTS

Tuesday 29th September By appointment with the auctioneers during the hours of 9am and 4.00pm.
The goods are at risk of the Buyer immediately upon receipt of invoice from the Auctioneers and should be removed as soon as possible for security reasons. Eddisons reserve the right to charge £5 + VAT per day for lots not collected within the removal deadline

14 INSURANCE

Goods become the responsibility of the purchaser at the fall of the hammer and we would recommend purchasers insure against all risks. (See Conditions of Sale).

15 COLLECTION NOTES

Purchasers must produce a Collection Note at the time of taking delivery of their Lots and Collection Notes will be issued by the Auctioneers only when they are satisfied that payment has been received

16 COLLECTION SERVICE PROVIDERS

Transnet is a courier company who are able to collect items on your behalf. To enquire about prices and to arrange collection and delivery of your items, please contact Transnet Couriers directly on **0844 543 4433** or email info@transnetservices.co.uk ensuring that you quote Eddisons.

Mail Boxes, 38 Sunbridge Rd, Bradford, BD1 2DZ
Tel 01274726272 M:- 07976254758
Email:- admin@mbebradford.co.uk www.mbebradford.co.uk

These Couriers are not endorsed by Eddisons, other courier companies and transport services are available

Please note Eddisons does not provide a packing and boxing service.

1. Interpretation

In these General Conditions the following definitions apply:

“Auction” any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions;

“Auctioneer” the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 7.12 below;

“Bidder” any person who offers to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender;

“Bid” an offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender, and “Bids” and “Bidding” shall be construed accordingly;

“Buyer” any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and as determined under General condition 7.9 below;

"Buyer's Premium" a commission payable by the Buyer on the completion of a Sale the amount of which is set out in the Special Conditions; The Auctioneer, when acting as Agent for the Seller, may also receive commission from the Seller.

“Catalogue” the catalogue incorporating these General Conditions and the Special Conditions;

"Clearance Date and Time" the date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;

“Company” Eddisons Commercial Limited;

"Deposit" the sum payable by the Buyer to the Company as set out in the Special Conditions;

"Live Auction" any auction conducted at the Location or at such other location(s) as shall be notified by the Company in the Special Conditions or in the Catalogue;

“Location” the premises at which the Lots are located, as detailed on the website and in the auction catalogue;

“Lot” any Lot described in the Catalogue, on the Website or on the Company’s invoice;

"Online Auction" any auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;

"Sale" the sale of any Lot by Auction, private treaty or tender and as determined under General Condition 7.17 below;

“Seller” the person upon whose instructions the Company is conducting the Sale;

“Special Conditions” any additions to these General Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;

"Website" the website at: www.eddisons.com;

"VAT" Value Added Tax chargeable under English Law for the time being and any similar additional tax.

2. Application of these General Conditions

2.1. These General Conditions apply to every Auction of any or all assets, whether tangible or intangible, conducted by the Auctioneer and to any Lot offered for sale in the Auction whether that Lot includes property fixed to land or not fixed to land or any other personal property.

2.2. If these General Conditions have not previously been accepted by a person bidding at the Auction, bidding for any Lot in the Auction shall be deemed to be an acceptance by the Bidder of these General Conditions.

2.3. These General Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise "Conditions of Sale".

2.4. To the extent that these General Conditions are inconsistent with any special conditions set out or referred to in the Auction Catalogue or announced at the Auction, the Auctioneer may adopt the condition deemed most appropriate in the circumstances, decided at his sole discretion.

2.5. These General Conditions shall be governed, construed and enforced in accordance with the law of England but:

(a) if the Auction is held in Scotland, in accordance with the law of Scotland;

(b) if the Auction is held in Northern Ireland, in accordance with the law of Northern Ireland.

2.6. Any reference to writing or written shall include email.

2.7. Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions.

3. Identities of the Parties

3.1. Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in the case of:

(a) a Live Auction by the completion of a registration form;

(b) an Online Auction by online registration at the Website; and

(c) a private treaty or tender by prior registration or notification of details, as and when requested by the Company.

3.2. The Company reserves the right at any time to reject the registration of any persons and refuse access to the Auction at its sole discretion.

3.3. On registration in accordance with General condition 3.1 the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

4. The Seller's Instructions and Warranties

4.1. The Seller warrants that:-

(a) to any Lot offered for sale he will be able to pass good and unencumbered title free from third party claims;

(b) any Lot offered for sale may lawfully be sold;

(c) the premises where the Auction is to be held (if not the Auctioneers premises) will be safe for that purpose and that it will be lawful to hold the Auction there;

(d) **Errors & omissions.** Details are provided in good faith. They should not be relied upon as fact and buyers must make their own investigations where measurements, mileage, hours, condition or authenticity are critical. Buyers should make themselves satisfied they are happy with the lot before they bid as viewing is available on all lots by prior appointment, all bids are non-retractable.

We strictly enforce our terms and conditions. Potential purchasers, who do not inspect lots prior to bidding, do so at their own risk.

The condition and function of an item should be confirmed by the bidder, prior to bidding, there will be NO refunds or allowance given after the closure of the bidding process. Your bid is your commitment to purchase, not to view or negotiate after the sale. Transgression of these rules will result in the bidder being blocked from taking part in future auctions.

No warranty is offered or implied; each lot is bought and sold as seen. Viewing is welcome and recommended.

4.2. If the Seller's instructions are given by the Seller's agent, the Seller's agent warrants that he has the Seller's authority:

(a) to instruct the Auctioneer;

(b) to give the warranties set out in condition 4.1 above;

(c) to instruct the Auctioneer to act in accordance with these General Conditions and any special conditions.

5. The Auctioneer's Remuneration

5.1. The Auctioneer's remuneration shall be such as has been agreed between the Seller and the Auctioneer.

5.2. The Auctioneer may deduct his remuneration from monies received from Buyers before accounting to the Seller for the balance.

6. Bidding on behalf of Another

6.1. Unless the Auctioneer has previously acknowledged in writing that the Bidder bids as agent on behalf of a named principal, every Bidder shall be taken to bid on his own behalf as principal.

6.2. If the Auctioneer has earlier acknowledged in writing that the Bidder bids as agent on behalf of a named principal, the Bidder warrants that he has the authority of his principal to make each bid he makes.

6.3. Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

7. Conduct of the Auction

7.1. The Auctioneer offers each lot as agent of the Seller and not as principal unless otherwise indicated In the Auction Catalogue.

7.2. Any Lot may be subject to a reserve price unless otherwise indicated in the Auction Catalogue.

7.3. The Seller or his representative or the Auctioneer on his behalf may bid for any Lot unless otherwise indicated in the Auction Catalogue. Persons entitled to Bid pursuant to this condition 7.3 shall be entitled to place Bids on any Lot up to the reserve price including by placing Bids in response to other Bidders.

7.4. The Auctioneer may at any time before close of the online auction withdraw or divide any Lot or combine any Lots.

7.5. With the previous consent of the Seller, the Auctioneer may sell any Lot by private sale before or after the Auction.

7.6. No Bid shall be retracted without the consent of the Auctioneer.

7.7. The Auctioneer will require any Bidder to give his name and address and to provide satisfactory proof of identity before making any bid. The Bidder must also complete the online registration at the Auctioneer's website.

7.8. The Auctioneer may reject any bid at his sole discretion and without being required to give a reason.

7.9. The Buyer shall be the person who made the highest bid before the conclusion of the Sale pursuant to condition 7.16 subject to approval and acceptance by the Company, the Auctioneers and the Seller or such other person as the Auctioneer may declare to be the Buyer without being required to give a reason.

7.10. The Auctioneer may decide whether there is a dispute between Bidders, may summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

7.11. The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

7.12. The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions.

7.13. The Auctioneer may from time to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special Conditions.

7.14. Lot descriptions will be amended as appropriate as and when information becomes available to the Company. Prospective Bidders must read Lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular Lot.

7.15. A Sale is concluded (constituting acceptance of the Bidder`s offer, subject to General Condition 7.9 above) when:

(a) in the case of a Live Auction, on the fall of the Auctioneer's hammer; and/or,

(b) in the case of an Online Auction, at the close of the timed Online Auction Sale as specified on the Website and as defined by General Condition 7.20(c) below or;

(c) in the case of a private treaty or tender, when the Bidders Bid is accepted by the Company, such acceptance to be communicated to the Bidder in writing by way of receipt of the Company's invoice.

7.16. The Buyer shall be the person who made the highest Bid before the conclusion of the Sale pursuant to General Condition 7.15 above subject to approval and acceptance by the Company, the Auctioneers and the Seller or such other Bidder as the Auctioneer and/ or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/ or the Company and/ or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.

7.17. In the case of an Online Auction the Buyer, as determined under General Condition 7.9 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.

7.18. In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.

(a) Your highest bid will be treated as a valid bid even if at the time of placing it the RESERVE is NOT MET. Vendors regularly instruct us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid you are bidding to buy!

7.19. On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions 7.15 and 7.9 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.

7.20. In relation to an Online Auction:

(a) the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;

(b) the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 7.20(c) below);

(c) the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended by to ten minutes remaining. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Every time a Bid is placed within ten minutes or less left in the Online Auction the time will change to ten minutes Bidding time until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.

7.21. Risk of damage to or loss of the Lot(s) shall pass to the Buyer immediately upon the conclusion of the Sale.

7.22. Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's and/or the Auctioneer's principal place of business.

8. After the Sale

8.1. Upon the Auctioneer declaring any Lot sold, the Buyer shall immediately:

(a) identify any person on whose behalf he has bought;

(b) pay to the Auctioneer if requested a deposit of up to 25 per cent of the price.

8.2. Within the time specified in condition 8.3 below, the Buyer shall pay the following sums to the Auctioneer in full:

(a) the balance of the price of all Lots purchased together with any VAT due;

(b) the value as summarily determined by the Auctioneer, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Auction is held which has been damaged or destroyed by the Buyer or his principal or his agent.

(c) any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions.

(d) Changing of Invoices already raised (i.e. changing the name and address) carries an administration fee of £10 + Vat.

8.3. The time for complying with condition 8.2 above shall be the time specified in the Auction catalogue or if no time is specified there, 4pm on the next working day, and in every case time shall be of the essence.

(a) Bidders who fail to pay or fail to pay within the allotted time will have their account suspended and will be removed from any further bidding process, reinstatement will be subject to a £20 + Vat administration fee at the auctioneers discretion.

8.4. The Auctioneer may at any time in his sole discretion grant the Buyer an extension of time for complying with condition 8.2 above, in which case the Buyer shall pay to the Auctioneer in full before moving or removing the Lot interest on any unpaid sums at a rate of 1.5 per cent above Barclays Bank plc base rate in force from time to time.

8.5. Until the Buyer has complied with condition 8.2 above:

(a) title to any Lot bought shall not pass to the Buyer;

(b) the lot shall be at the Buyer's risk;

(c) the Auctioneer shall have a lien over any Lot bought by the Buyer in the Auction;

(d) if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold proceeds of resale or other disposition on trust for the Auctioneer and the Seller.

8.6. On written request by the Buyer, the Auctioneer shall provide a VAT invoice in proper form, if appropriate.

8.7. In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash.

8.8. The Company will only accept payment from the Buyer or its authorised agent.

9. Removal of Lot Bought

9.1. The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.

9.2. Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs.

9.3. The Buyer may not remove any Lot he has bought until after the end of the Auction.

9.4. The Buyer may not remove any Lot until the Buyer has paid by cleared funds the sums specified in condition 8.2 above in full for every Lot he has bought.

9.5. After paying the sums specified in condition 8.2 above, the Buyer must remove the Lot(s) bought by the time specified in the Auction Catalogue or if no time is specified, 4.00pm on the next working day and in every case time shall be of the essence. Late collections not authorised will be subject to a £10 + Vat per pallet space storage fee.

9.6. The Auctioneer may at any time at his sole discretion and on terms specified by him grant the Buyer an extension of the time specified in condition 9.5 above.

9.7. If any Lot is not removed by the time specified in condition 9.5 above (or any extension granted under condition 9.6 above), the Buyer must pay to the Auctioneer any costs incurred due to the delayed removal.

9.8. If the Lot bought is or includes a motor vehicle, no warranty is given that the vehicle may safely or lawfully be driven on the road.

(a) If the vehicle does not have a V5C document, the purchaser will need to complete form V62 'Application for a vehicle registration certificate' and send it to DVLA with any fees that may be applicable, DVLA have advised that any new V5C documents could take up to 6 weeks to be issued.

9.9. When removing any Lot the Buyer:

(a) Is 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 Auctioneer.

(b) must use safe and lawful means of removing the Lot;

(c) shall indemnify the Auctioneer and the Seller against any loss damage legal or other expenses and any claim arising from the detaching of the Lot or its removal;

(d) shall have insurance in respect of such indemnity and shall on request produce to the Auctioneer a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force.

9.10. The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.

9.11. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays.

9.12. If required, prior to removing any Lot from any Location, the Buyer must prepare a Risk Assessment and Methods Statement which complies with The Construction (Design and Management) Regulations 2007, COSHH or with any subsequent amendments thereof or such other legislation as may be in force. Any such statement is to be provided to the Company.

9.13. The Buyer undertakes to comply with the provisions of the Data Protection Act 1998 in processing data held by them in connection with any Lot. The Buyer undertakes to delete any data that may inadvertently remain on the subject hardware, save for where such data forms part of a sale of the business.

10. Default by the Buyer

10.1. If at any time the Buyer has failed either to pay the sums specified in condition 8.2 above in full by the expiry of the time specified in condition 8.3 above (or any extension granted under condition 8.4 above), or to remove any Lot by the time specified in condition 9.5 above (or any extension granted under condition 9.6 above), the Auctioneer may rescind the sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold by auction or privately.

10.2. If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% above the bank base rate of Barclays Bank Plc per month or any part thereof until payment in full is made.

10.3. If the Auctioneer has rescinded the sale but the Buyer has removed the Lot bought, the Auctioneer shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

10.4. If the Auctioneer has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:

(a) the sale price less the resale price;

(b) the costs of and incidental to resale.

10.5. The Auctioneer shall not be liable to account to the Buyer in event of a resale at a higher price than the price contracted to be paid by the Buyer.

10.6. If because the Buyer has failed to remove any Lot by the time specified in condition 9.5 above (or any extension granted under condition 9.6 above), the Seller is unable to give vacant possession on disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall compensate the Seller for any loss resulting.

10.7. The Buyer shall indemnify the Seller and/or the Company against any loss, damages, expenses, claims or liabilities incurred by the Seller and/or the Company arising from the Buyer's failure to remove the Lot.

11. Liabilities and Indemnities

11.1. The Auctioneer warrants that he believes that the Seller of each Lot is able to pass good title, and if the Seller is not able to do so, the Auctioneer shall use his reasonable endeavours to assist the Buyer in obtaining good title and in pursuing any remedies the Buyer may have against the Seller, but the Auctioneer shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.

11.2. Each Lot is sold as seen and where lying.

11.3. No Lot is sold as comprising or including any new goods.

11.4. The Auctioneer does not represent any Lot as being in a condition which makes it suitable for domestic use. Despite the above, should Buyers intend to supply any Lots for domestic use, they should ensure that the Lots comply with the requirements of the Furniture and Furnishings (Fire Safety) Regulations 1988 or any other similar law.

11.5. The Auctioneer neither has nor professes any expert or other knowledge of any Lot sold and there is hereby excluded any liability the Auctioneer might otherwise incur and any right or immunity the Buyer might otherwise possess In respect of any conditions, warranties or representations relating to the condition of any Lot sold or the merchantable quality of any Lot or its fitness for the particular or any purpose for which it is or may be required whether such conditions, warranties or representations are expressed or implied in the Auction Catalogue or are the subject of oral or written statements made by or on behalf of the Auctioneer or any other person before or in the course of the Auction.

11.6. No liability shall attach to the Auctioneer either in contract or in tort for loss injury or damage legal or other expenses sustained by the Seller, any Bidder, the Buyer or any other person by reason of:

(a) any defect in any Lot sold, whether or not such defect be latent or apparent on examination;

(b) any defect or danger of the premises where the Auction is held;

(c) any alleged failure of the Auctioneer properly to advertise the Auction or to seek or obtain expert advice with regard to any Lot offered for sale or its reserve price;

(d) any act or omission of the Auctioneer in the conduct of the Auction or after the Auction;

(e) any act or omission of any person other than the Auctioneer.

11.7. The Seller shall indemnify the Auctioneer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in condition 11.6 above.

11.8. The Auctioneer shall not be liable to indemnify the Seller or any Bidder or the Buyer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in condition 11.6 above.

11.9. Conditions 11.3 to 11.1 shall not be valid insofar as prohibited by statute.

11.10. In no circumstances shall the Auctioneer be liable for any consequential loss or damage.

12. Waiver

12.1. No indulgence by the Auctioneer shall prevent the Auctioneer or the Seller subsequently insisting upon their respective rights and remedies.

13. Health and Safety At Work Act 1974 (HSWA)

13.1. Waivers (SHE-42 and 42a)

13.2. Section 6 (8) of the Act - In certain instances it may be necessary for the Purchaser to give a written undertaking pursuant to Section 6 (8) of the Health and Safety At Work Act 1974.

13.3. Asbestos/Hazardous Substances. It is expressly brought to the purchasers attention that certain types of plant or main service installations could contain 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, the Control of Asbestos

at Work Regulations 2002, the Asbestos (Licensing) Regulations as amended and the Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislation covering the use of such substances in a working environment.

13.4. All purchasers must comply with all current legislations and regulations, including the Water Industry Act 1994 (as amended) and the Environment Protection Act 1990, as amended; In relation to the removal/disposal of waste/trade effluent including hazardous waste and may be required to satisfy Eddisons in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor.

14. Acknowledgements and Exclusion of Warranties

14.1. The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.

14.2. The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.

14.3. The Buyer also acknowledges that:-

(a) all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;

(b) if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;

(c) anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller;

(d) any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyers sole risk.

14.4. The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove Company logos and lettering from vehicles. Odometer readings are not warranted.

14.5. The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.

14.6. The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including but not restricted to Administrative Receiver(s), Administrator(s), Liquidator(s), Trustee(s) and Supervisor(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.

14.7. The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-

(a) the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;

(b) the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as

being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;

(c) the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.

14.8. Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 8.8 does not apply to liability for death or personal injury.

14.9. The Buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the Buyer shall not seek to rely upon and conditions or warranties implied thereby or by any other legislation.

15. Entire Agreement

15.1. These General Conditions, the Special Conditions and the Auction Catalogue constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. Jurisdiction

16.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

There will be a Buyers Premium of 15% plus VAT

PLEASE SEE SALE NOTES RE PAYMENT AND COLLECTION OF LOTS

CATALOGUE

Bidding Ends: From 1pm Friday 25th September 2020

1	8 x Reels of Nexans High Voltage Cable, each cable is 250m, 3 Core, 95mmsq, 6/10kV, Tunnel Flex with 2 Couplerco Couplings (non flameproof). Sold Loaded onto Buyers Transport

END OF SALE