

TERMS AND CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions:

Auction: the auction event at which the Lot shall be offered for sale.

Auctioneer: Hampson Auctions Limited, a limited company registered in England and Wales with Company Registration Number 10464876 and registered office at Bank Chambers, 3 Churchyardside, Mantwich, Cheshire, CW5 5DE.

Bidder's Registration Form: the form to be completed by each bidder in accordance with clause 2.1.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Buyer: the successful bidder in relation to the Lot, in accordance with clause 2.4.

Buyer Commission: the commission due to the Auctioneer in accordance with the agreement between the Auctioneer and the Buyer.

Charges: those sums payable to the Auctioneer by the Seller as calculated in accordance with clause 5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.6.

Contract: the contract between the Auctioneer and the Buyer for the purchase of one or more Lots in accordance with these Conditions.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Due Amount: the Sale Proceeds plus all sums due to the Auctioneer in accordance with these Conditions.

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Hammer Price: the price for which a Lot is sold to the Buyer.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Lot: the item to be sold at Auction by the Auctioneer on behalf of the Seller.

Reserve: the reserve price set in pounds sterling by the Auctioneer in relation to the Lot.

Sale Proceeds: the Hammer Price payable to the Auctioneer by the Buyer in consideration of receiving title to the Lot.

Seller: the person or firm who engages the Auctioneer to provide the Services.

Services: the auction services, supplied by the Auctioneer to the Buyer in relation to the Lot.

Standard Rates: the usual rates of Commission and any other charges for the time being plus the VAT chargeable on any of them. The current rates are as follows:

Motor Cars: 12.5% to the Buyer (minimum £145 to both parties)

Motor Cycles: 12.5% to the Buyer (minimum £45 to both parties)

Registration Numbers: 15% to the Buyer minimum £50 to both parties)

Automotilia: 10% plus VAT to the Buyer (minimum of £5)

Watches: 15% plus VAT to the Buyer (minimum of £5)

Transfer Date: the date on which title to the Lot passes from the Seller to the Buyer under clause 7.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2. Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes email.

2. Basis of contract

2.1. A prospective bidder should register his intention to bid for a Lot by fully completing and signing a Bidder's Registration Form and providing photographic identification prior to executing his bid. Failure to do so shall not invalidate the sale, unless the Auctioneer, in its absolute discretion, so decides.

2.2. Should a prospective bidder fail to provide the documents referred at clause 2.1 prior to the fall of the hammer, they shall provide these to the Auctioneer immediately.

2.3. All bidders shall be considered to act as a principal unless the Auctioneer has acknowledged in writing the bidder is acting as the agent on behalf of a disclosed principal, prior to the date of Auction.

2.4. The Buyer shall be highest bidder at or over the Reserve (if any) that is accepted by the Auctioneer.

2.5. Prospective Buyers can instruct the Auctioneers by writing to execute bids on their behalf at the Auction. Neither the Auctioneer nor its employees or agents will be responsible for any error or default in practicing this.

2.6. The Auctioneer shall have the absolute discretion to settle any dispute related to bidding at the fall of the hammer.

2.7. The Auctioneer reserves the right to reject any Bidder's Registration Form which is not complete or not accompanied by photographic identification and reserves absolute discretion on whether it accepts any bids and whether it permits any individual to attend at the Auction.

2.8. Any bid which fails to reach the Reserve may be submitted by the Auctioneer, at its sole discretion, to the Seller. Should the Seller accept, the Lot will be deemed to have been sold to the Buyer at the bid price at the fall of the hammer.

2.9. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Buyer's obligations

3.1. The Buyer shall:

(a) complete the Bidder's Registration Form and provide photographic identification in accordance with clause 2.1;

(b) ensure that the contents of the Bidder's Registration Form are complete and accurate;

(c) co-operate with the Auctioneer in all matters relating to the purchase of any Lot;

(d) acknowledge all Lots are provided as seen with all defects and faults without any guarantee or warranty attaching thereto as to the condition, roadworthiness or otherwise and with all defects and faults whether apparent upon inspection or not;

(e) pay the Auctioneer the Due Amount, at latest by midday on the day after the Auction was held;

(f) accept the Auctioneer can apply any payment received from the Buyer towards any sums owed from the Buyer to the Auctioneer without notifying the Buyer or his agent;

(g) ensure any Lot purchased from the Auctioneer is removed from the Auctioneer's premises within a reasonable time period after the Auctioneer has confirmed in writing that all sums have been paid by the Buyer and that they are able to collect the Lot. In the event the Lots are Automotilia, Motomobilia or watches, the Buyer is to collect the Lots by midday on the first working day following the Auction; and

(h) ensure that where the Buyer has purchased a vehicle forming a Lot, suitable car insurance policies are in place and all other legal matters are complied with to remove the Lot from the Auctioneer's premises.

3.2. In relation to clause 3.1.(g), where the Buyer has failed to collect the Lot, the Auctioneer can deliver the Lot to the Buyer at the Buyer's expense in accordance with clause 5.3.

3.3. The Buyer acknowledges the Auctioneer relies on information as to the date, condition and authenticity of a Lot provided by the Seller and does not provide its own description, and cannot undertake its own inspection of a Lot.

3.4. The Buyer is responsible for ensuring the Lot conforms to the description in the catalogue.

3.5. Where a Lot is a vehicle, the Buyer acknowledges:

(a) that all motor vehicles are sold as collector's items and not as a means of transport, and as such the vehicles may have had parts replaced and repainted and include parts of other vehicles which would make it difficult to establish the condition;

(b) the Auctioneer cannot verify the authenticity of the chassis or VIN number under which a vehicle is offered; (c) it is their own responsibility to verify in advance the authenticity of a vehicle that is claimed to have important racing, rallying or 'ex-works' history as it was common in period for a competition vehicle of a single identity to have more than one chassis, body or other mechanical components. This may have happened several times, both in a vehicle's 'works' career and thereafter in private owner hands. Sometimes 'works' vehicles were fitted with different registration plates, so that a vehicle could meet a particular event's start date deadline. These historical factors may lead to there being in existence multiple and competing claimants to the same vehicle identity;

(d) where it is illustrated by a photograph, the registration number visible will not be transferred with the vehicle to the Buyer unless the registration particulars appear in the written part of the description by the Seller; and

(e) if the vehicle is sold to the Buyer before the formalities of the allocation of a different registration number is completed with the DVLA, the Buyer will take all reasonable steps to co-operate with the Seller or the Auctioneer and will not register the vehicle with the original registration number.

4. Title

Title to the Lot shall pass from the Seller to the Buyer only upon the Auctioneer receiving the Sale Proceeds in full and in cleared funds from the Buyer.

5. Charges and payment

5.1. The Buyer shall pay to the Auctioneer the Buyer's Commission calculated on the Hammer Price at the Stated Rates for each Lot purchased.

5.2. Where a Lot is subject to VAT on import, the Buyer shall pay this in addition to the Hammer Price.

5.3. The Buyer shall be responsible for any removal, storage and insurance charges, and any other charges in connection with clause 3.1(f) and clause 3.2.

5.4. The Auctioneer shall invoice the Buyer on completion of the Services.

5.5. If the Buyer fails to make payment of the Amount Due, the Auctioneer may;

(a) retain the Lot and all other Lots sold to the Buyer at the same Auction or any other Auction and release only when cleared payments have been received from the Buyer;

(b) rescind the sale of the Lot, and any other Lots sold to the Buyer where the Title has not passed;

(c) store the Lot at the sole expense of the Buyer and release it to the Buyer only when they have received full cleared payment for the Amount Due including the costs for removal and storage and all other reasonable costs incurred in respect of this from the Buyer;

(d) reject or ignore any further bids made by or on behalf of the Buyer at any future auctions;

(e) resell the Lot or cause it to be resold by private or public sale and add any fees incurred in doing this to the Buyer; and

(f) issue legal proceedings against the Buyer for payment of the Amount Due. Any fees and costs incurred by the Auctioneer for this will be added the Amount Due from the Buyer.

5.6. Where the Buyer has paid some but not all the Amount Due, the Auctioneer shall retain any sums required to pay any costs and fees associated with retaining the Lot, but refund

the Buyer the surplus, if any.

5.7. If the Buyer fails to make a payment due to the Auctioneer under the Contract by the due date, then, without limiting the Auctioneer's remedies under clause 10, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6. Intellectual property rights

6.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Seller) shall be owned by the Auctioneer.

6.2. Any party who wishes to use any Intellectual Property Rights owned by the Auctioneer must obtain written consent from the Auctioneer prior to using it.

7. Data protection

The Auctioneer will comply with all applicable requirements of the Data Protection Legislation.

8. Limitation of liability

8.1. Any claims for damage and / or lost items must be submitted to the Auctioneer in writing no later than 3 working days after the date of Auction and include a valid quote for repair or replacement and digital photographs where applicable.

8.2. The Auctioneer will not be liable for damage sustained to a Lot that is attributable to members of the public or non-Auctioneer operatives during the Auction or any removable items left within Lots during the same period.

8.3. Neither the Seller nor the Auctioneer shall be liable for any consequential or indirect loss whatsoever.

8.4. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.5. Subject to clause 8.4, the Auctioneer's total liability to the Buyer shall not exceed the Due Amount. The Auctioneer's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

8.6. This clause 8.6 sets out specific heads of excluded loss:

(a) Subject to clause 8.4, the types of loss listed in clause 8.6(b) are wholly excluded by the parties.

(b) The following types of loss are wholly excluded:

(i) Loss of profits

(ii) Loss of sales or business.

(iii) Loss of agreements or contracts.

(iv) Loss of anticipated savings.

(v) Loss of use or corruption of software, data or information.

(vi) Loss of or damage to goodwill.

(vii) Indirect or consequential loss.

8.7. This clause 8 shall survive termination of the Contract.

9. Termination

9.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2. Without affecting any other right or remedy available to it, the Auctioneer may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

9.3. Without affecting any other right or remedy available to it, the Auctioneer may suspend the supply of Services under the Contract or any other contract between the Buyer and the Auctioneer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

10. Consequences of termination

10.1. On termination of the Contract:

(a) the Buyer shall immediately pay to the Auctioneer all of the Auctioneer's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Auctioneer shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

(b) the Buyer shall collect the Lot from the Auctioneer's premises in accordance with clause 3 above.

10.2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. General

11.1. Agency. The Auctioneer acts as agent for the Seller in the sale of the Lot.

11.2. Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.3. Assignment and other dealings.

(a) The Auctioneer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Buyer may only assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract to the principal listed in the Bidder's Registration Form in accordance with clause 2.

11.4. Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

(b) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.5. Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

11.6. Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.7. Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.8. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.9. Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.10. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

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