

## BUYER/BIDDER'S TERMS & CONDITIONS FOR HAMPSON AUCTIONS LIMITED (The Terms')

1. Please read these Terms carefully before you submit your application to us and take a copy for your later reference, they explain how we provide the Auction services to you.

**1.1. We are Hampson Auctions Limited** a company registered in England and Wales. Our company registration number is 10464876 and our registered office is at Winnington Hall, Winnington Lane, Northwich, CW84DU ('Hampson Auctions'). Tel:+44 1606 828124 [info@hampsonauctions.com](mailto:info@hampsonauctions.com).

**1.2. All notifications** are to be made solely to this address/email and will be deemed to be made on receipt by Hampsons.

**1.3. We act as an agent for the Seller:** except where expressly stated that we are acting on our own behalf, we act only as an intermediary on behalf of the Seller. Any sale contract for the goods auctioned by us will be solely between the Buyer and the Seller (subject to these terms and conditions only in respect of the Buyer and Seller obligations which shall be deemed to be enforceable against each other). Hampson Auctions do not accept responsibility or liability for any loss or default by the Seller to the Buyer or by the Buyer to the Seller.

**1.4. We do not give Bidder/Buyer advice:** as agent for the Seller, we aim to sell the Lot at the highest price, we do not provide any advice to the Bidder/Buyer and anything which we or our employees or contractors say is as agent for the Seller rather than on our own behalf. **If you are bidding and are not an expert on the Lot, we would strongly encourage you to seek independent advice about the Lot and its value.**

**2. Definitions used in our terms:** **Auction:** the auction event run by Hampson Auctions at which the Lot shall be offered for sale; **Bidder:** the potential Buyer who wishes to attend the Auction to bid on a Lot; **Bidder Registration Form:** the application the Bidder makes to take part in the Auction; **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; **Buyer's Commission:** the commission due to Hampson Auctions in accordance with the agreement between Hampson Auctions and the Buyer and as further set out in Clause 9; **Charges:** means the sums owed to Hampson Auctions for the Auction Services and include without limitation Buyer's Commission, Storage Fees charged by Hampson Auctions as set out in Clause 12 or as otherwise agreed in writing and any Expenses; **Contract:** the contract between Hampson Auctions and either the Seller or the Bidder/Buyer for the supply of Services in accordance with these terms; **Expenses:** expenses incurred by Hampson Auctions but payable which includes, but is not limited to, insurance, third party storage, illustrations, cleaning costs, special advertising, packing and freight of the Lot and any VAT or other tax; **Hammer Price:** the price for which a Lot is sold to the Buyer (this will not include any commissions and is just the price for the Lot); **Lot:** the item stated on the Entry Form to be sold at the Auction by Hampson Auctions on behalf of the Seller.; **Premises:** will be at such premises as set by Hampson Auctions and communicated to the parties to this agreement from time to time; **Reserve:** the reserve price set in pounds sterling by the Seller with the agreement of Hampson Auctions in relation to the Lot; **Sale Proceeds:** the sum payable to Hampson Auctions by the Buyer in consideration of receiving title to the Lot which includes the Hammer Price and the Buyer's Commission and any Buyer related Expenses; **Seller:** the person or firm who engages Hampson Auctions to provide the Services; **Seller Commission:** the commission due to Hampson Auctions from the Seller as set out in the Clause 9; **Services:** the Auction services supplied by Hampson Auctions allowing the Bidder to bid in the Auction.

**3. Interpretation:** In this Agreement any words that follow 'include', 'includes', 'including', or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words and a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

### 4. Basis of contract and bid process.

**4.1.** The Contract shall come into existence when the Bidder signs the Bidder Registration Form which sets out Hampson Auctions offer, subject to these Terms, to allow the Bidder to take part in the Auction. For the avoidance of doubt and in the exceptional case where the Bidder Registration Form is not signed by the Bidder, attending the Auction shall be subject to an acceptance of these Terms.

**4.2.** Hampson Auctions reserves the right to reject any Application Form which is not complete or not accompanied by photographic identification and Hampson Auctions can decide solely themselves whether to accept any individual to attend or bid at the Auction.

**4.3.** If a Bidder is operating on behalf of a third party, they must make this clear to Hampson Auctions when they fill in the Bidder Registration Form or they will be deemed to have entered the contract on their own behalf. Hampson Auctions cannot take any responsibility or liability for any loss or default suffered by the Bidder/ Buyer or third party because of the Bidder's failure to make this clear.

**4.4.** These terms 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.

**4.5.** The Buyer shall be the highest bidder at or over the Reserve (if any) that is accepted by Hampson Auctions.

**4.6.** In addition to bidding in person, Bidders can instruct Hampson Auctions by writing or by telephone or electronically to execute bids on their behalf at the Auction. Neither Hampson Auctions nor its employees will be responsible for any error or default caused by the method chosen by the Buyer.

**4.7.** Hampson Auctions shall have the absolute discretion to settle any dispute related to bidding at the fall of the hammer.

**4.8.** Any bid which fails to reach the Reserve may be submitted by Hampson Auctions, 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.

**5. Advertising material:** Any descriptive matter or advertising in respect of the Lot, is issued or published for the purpose of describing the Lot and their accuracy and completeness shall be the sole responsibility of the Seller and Hampson Auctions does not accept any liability to the Bidder or Buyer in respect of the Advertising Materials. Photos, illustrations and diagrams are for identification only and may not show the true colour and condition of the Lot. The Bidder/Buyer must satisfy itself as to every aspect of the Lot (including but not limited to the Hammer Price). Hampson Auctions nor the Seller warrants that any Lot is fit for any particular purpose unless explicitly agreed in writing by the Seller.

### 6. Bidder/Buyer's Obligations to Hampson Auctions the Bidder shall:

**6.1.** Complete and sign the Bidder's Registration Form and ensure that the contents of the Bidder's Registration Form are complete and accurate and co-operate with Hampson Auctions in all matters relating to the purchase of any Lot.

**6.2.** Provide Hampson Auctions with photographic Identification prior to bidding at the Auction and where for any reason this has not occurred prior to the bidding the Bidder/Buyer shall do so as soon as reasonably practicable thereafter. Where Hampson Auctions is reasonably not satisfied with the photographic identification provided, they may in their absolute discretion refuse to sell the Lot to the Buyer or may at their option grant the Buyer extra time to provide the necessary identification.

**6.3.** 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 and that any claim of any kind is solely against the Seller and not Hampson Auctions;

**6.4.** Where a Buyer, pay Hampson Auctions the Sale Proceeds at the latest by midday on the day after the Auction was held;

**6.5.** Accept Hampson Auctions can apply any payment received from the Buyer towards any sums owed from the Buyer to Hampson Auctions without notifying the Buyer or his agent;

**6.6.** Ensure any Lot purchased from Hampson Auctions is removed from Hampson Auctions' premises within a reasonable time period after Hampson Auctions has confirmed in writing that all sums have been paid by the Buyer and that they are able to collect the Lot; and

**6.6.1.** 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 Hampson Auctions' premises.

**6.6.2.** where the Buyer has failed to collect the Lot, Hampson Auctions can deliver the Lot to the Buyer at the Buyer's expense and charge any reasonable storage costs and insurance for the period from the date when it should have been collected until the date of collection by the Buyer.

**6.7.** Acknowledges Hampson Auctions 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 adequately undertake its own inspection of a Lot.

**6.8.** Is responsible for ensuring the Lot conforms to the description in the catalogue.

**6.9.** Where a Lot is a vehicle, the Buyer acknowledges:

**6.9.1.** 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;

**6.9.2.** Hampson Auctions cannot verify the authenticity of the chassis, VIN number or mileage under which a vehicle is offered;

**6.9.3.** 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;

**6.9.4.** 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

**6.9.5.** 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 Hampson Auctions and will not register the vehicle with the original registration number.

**6.10** The Buyer while on the Premises shall conduct itself properly and in accordance with the reasonable instructions of Hampson Auctions including but not limited to those relating to health and safety and shall be responsible to pay to Hampson Auctions or the Seller any damage caused by the Buyer while on the Premises.

### 7. Obligations of Hampson Auctions

**7.1** The only obligation of Hampson Auctions to the Bidder is to allow the Bidder, subject to these terms, to attend the Auction, bid and where there is no Reserve (or where the Bid is over the Reserve) conclude the sale on behalf of the Seller with the highest bidder.

**7.2** Hampson Auctions will then administer the exchange of the Lot for the Hammer Price on behalf of the Seller ensuring that both the Seller and the Buyer pay the relevant Charges under these terms.

**7.3** Hampson Auctions will carry out the Services at the Premises. Hampson Auctions is not liable to the Bidder/Buyer or Seller for any damage, injury or death on the Premises or other place agreed which is not due to the negligence or wilful default of Hampson Auctions or their employees or contractors.

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

### 9. Charges and payment

**9.1** The Charges for the Services shall be calculated with reference to the below:

Type	Buyer's Commission
Motor Cars	12.5% +VAT of the Hammer Price subject to a minimum fee of £150 +VAT
Motorcycles/scooters/ bicycles	12.5% +VAT of the Hammer Price subject to minimum fee of £150 +VAT
Registration Numbers	15% +VAT of the Hammer Price subject to a minimum fee of £50 +VAT
Cars/Motorcycles/ bicycles/Scooters	£175.00 plus VAT for the uplift of the Lot + £10.00 plus VAT for each day that the Lot is not collected.

**9.2** Hampson Auctions may, at its sole discretion, choose to waive all or part of the Charges. Where Hampson Auctions chooses to apply such a waiver, it shall communicate that to the Seller/Buyer in writing. In all other cases, the Charges shall be payable in full.

**9.3** Where a Lot is subject to tax on import, the Buyer shall pay this in addition to the Hammer Price at the rate at which it is charged.

**9.4** Bidding shall take place in increments as decided by Hampson Auctions in their sole discretion from time to time.

### 10. Payment of Charges

**10.1** Hampson Auctions shall invoice the Buyer on completion of the Services.

**10.2** If the Buyer fails to make payment of the Sale Proceeds, Hampson Auctions may;

**10.2.1** Retain the Lot and all other Lots sold to the Buyer at the Auction or any other auction and release only when cleared Sale Proceeds have been received from the Buyer.

**10.2.2** Rescind the sale of the Lot, and any other Lots sold to the Buyer where the Title has not passed;

**10.2.3** Store the Lot at the sole expense of the Buyer and release it to the Buyer only when they have received full cleared Sale Proceeds including the costs for removal and storage and all other reasonable costs incurred in respect of this from the Buyer;

**10.2.4** Reject or ignore any further bids made by or on behalf of the Buyer at any future auctions;

**10.2.5** 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

**10.2.6** Issue legal proceedings against the Buyer for payment of the Sale Proceeds. Any fees and costs incurred by Hampson Auctions for this will be added the Sale Proceeds from the Buyer.

**10.2.7** Where the Buyer has paid some but not all the Sale Proceeds, Hampson Auctions shall retain any sums required to pay any costs and fees associated with retaining the Lot, but refund the Buyer the surplus, if any.

**10.3** If the Buyer fails to make a payment due to Hampson Auctions under the Contract by the due date, then, without limiting Hampson Auctions' remedies under this agreement, 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 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%

**11. Data protection** Hampson Auctions will comply with all applicable requirements of the Data Protection Legislation and will conduct any data processing of your personal data in line with the Privacy Statement on our website [www.hampsonauctions.com](http://www.hampsonauctions.com).

### 12. Limitation of liability (Limits the amount of claims that can be made against us)

**12.1** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for, death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**12.2** Subject to clause 15.1, Hampson Auctions' total liability to the Buyer shall not exceed the Sale Proceeds. Hampson Auctions' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

**12.3** This clause 12.3 sets out the types of loss are wholly excluded by the parties.(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. Neither the Seller nor Hampson Auctions shall be liable for any consequential or indirect loss whatsoever.

**12.4** Hampson Auctions will not accept any liability for damage sustained to a Lot that is attributable to members of the public or any other non-Hampson Auctions employees/contractors during the sale or any removable items left within Lots during the same period. Any Buyer claims for damage and / or lost items must be submitted to Hampson Auctions in writing no later than 3 Business Days after the date of Auction and include a valid quote for repair or replacement and digital photographs where applicable.

**12.5** The actual condition of the Lot may not be as outward inspection suggests, parts may have been replaced and may not be of satisfactory quality and there may be damage beneath the upholstery. Given the age of many Lots no assumption should be made with regard to any part of the Lots condition.

**12.6** This clause 12 shall survive termination of the Contract.

### 13. Termination

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

**13.1.1** 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;

**13.1.2** The other party takes any step or action in connection with its entering bankruptcy, 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.

**13.1.3** 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

**13.1.4** 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.

**13.2** Without affecting any other right or remedy available to it, Hampson Auctions may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any Sale Proceeds under the Contract on the due date for payment.

### 14. Consequences of termination

**14.1** On termination of the Contract:

**14.1.1** Buyer shall immediately pay to Hampson Auctions all of Hampson Auctions' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Hampson Auctions shall submit an invoice, which shall be payable by the Seller and Buyer immediately on receipt and the Buyer shall collect the Lot from Hampson Auctions' premises in accordance with clause 6.6 above.

**14.2** 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.

**14.3** 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.

### 15. General

**15.1 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.

**15.2 Assignment and other dealings.** Hampson Auctions 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. Neither the Buyer shall not 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.

**15.3 Confidentiality.** 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.

**15.4 Entire agreement.** 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. 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. Nothing in this clause shall limit or exclude any liability for fraud.

**15.5 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).

**15.6 Waiver.** A waiver of any right (for example not taking immediate action on a breach of these terms) 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.

**15.7 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.

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

**15.10 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.

**15.11 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.