

## SELLER TERMS & CONDITIONS FOR HAMPSONS 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 auction services to you. We are **Hampsons Auctions Limited** a company registered in England and Wales. Our company number is 10464876 and our registered office is at: **Winnington, 10464876, (‘Hampsons’)**. Tel: +441606828124. Email: [info@hampsonsauctions.com](mailto:info@hampsonsauctions.com). Notifications under these terms must be made to Hampsons postal address or email stated above and all notifications shall be deemed to be delivered only when received by Hampsons or in absence of proof of receipt at least 48 hours after being sent to the correct address above.

### 2. Definitions used in our terms:

**Auction:** the Auction event run by Hampsons at which the Lot shall be offered for sale; **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; **Catalogue Fee:** the non-refundable fee payable by the Seller to Hampsons upon submission of the Entry Form, as stated in Clause 11 for photographs, description of the vehicle etc; **Charges:** means all the sums owed to Hampsons for the Auction Services including but not limited to the Seller's Commission and the Catalogue Fee as further described in Clause 11 together with any Expenses; **Contract:** the contract between Hampsons and the Seller for the supply of the Services in accordance with these terms; **Encumbrance:** any claim that a person who is not the Seller may have over the Lot which may include 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; **Entry Form:** the application filled in by the Seller to participate in the Auction; **Expenses:** expenses incurred by Hampsons but payable by the Seller which includes, but is not limited to, insurance, storage, illustrations, cleaning costs, photography costs, catalogue 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; **Lot:** the item stated on the Entry Form to be sold at the Auction by Hampsons on behalf of the Seller; **Premises:** will be as such premises as set by Hampsons and communicated to the parties to this agreement from time to time; **Reserve:** the lowest sale price set in pounds sterling by the Seller with the agreement of Hampsons in relation to the Lot; **Seller:** the person or firm who engages Hampsons to provide the Services; **Seller Commission:** the commission due to Hampsons from the Seller as set out in Clause 11; **Services:** the auction services supplied by Hampsons in respect of the Seller to act as agent in auctioning the relevant Lot in accordance with the Welcome Pack or as otherwise agreed by the parties in writing from time to time; **Withdrawal Fee:** 12.5% of the highest such value as Hampsons, acting reasonably, shall attribute to the Lot in pounds sterling, or if more than one value is given, the higher value of those values.

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 email to the address above but not any other form of electronic communication.

### 4. Basis of Contract and Bid Process.

4.1. The Entry Form (together with the Catalogue Fee) constitutes an offer by you to engage us to provide the Services in accordance with these terms. The Entry Form shall only be deemed to be accepted when Hampsons Issues written acceptance of the Entry Form to you. It is the acceptance of the offer and unambiguous acceptance of the Lot into the auction at which point, and on which date the Contract shall come into existence. Hampsons reserves the right to reject any Entry Form which is not complete or is not accompanied by the Catalogue Fee. 4.2. These terms apply to the Contract to the exclusion of any other terms that the Seller or the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. 4.3. No representations or advice made by employees or contractors of Hampsons shall form part of the Contract unless explicitly stated in writing on the Entry Form or part of a formal variation as prescribed by Clause 18.5 (Variation). 4.4. Hampsons is the agent of the Seller and shall have the absolute discretion to settle any dispute related to bidding at the fall of the hammer. 4.5. Any bid which fails to reach the Reserve may be submitted by Hampsons, 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. 4.6. Where a winning bid above the Reserve (if any) is accepted by Hampsons a contract comes into being between the Seller and the Buyer and the Seller's and Buyer's obligations in Hampsons' Seller and Buyer Terms will form part of the contract between the Seller and the Buyer but without any inclusion of Hampsons who is the only agent in respect of the sale.

### 5. Advertising Materials

5.1 The Seller shall supply details of the Lot for use as are required to advertise the Lot in an accurate and honest manner and where Hampsons deems the details provided by the Seller to be insufficient or incomplete, Hampsons may, but will be under no obligation to, publish additional details in relation to the Lot which will be notified to the Seller before the auction and if no objection is made within 12 hours shall be deemed to be part of the advertising details provided by the Seller. 5.2 Hampsons shall have the sole discretion as to what advertising is suitable, the position of the Lot in any literature and the timings relating to the Lot auction.

### 6. Seller's obligations The Seller shall:

6.1 Ensure that the Entry Form has been fully and accurately completed and co-operate with Hampsons in all matters relating to the Services; 6.2 Deliver the Lot at its own expense to the Premises (or such other place agreed between Hampsons and the Seller) and ensure that as Hampsons shall specify, unless Hampsons has confirmed in writing that the Lot is not to be delivered prior to the Auction; 6.3 Provide Hampsons, its employees, agents, consultants and subcontractors, with access to the Lot prior to the Auction as reasonably required by Hampsons for the purposes of inspection and the preparation of any further advertising materials; 6.4 Provide Hampsons with such information and materials as Hampsons may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; 6.5 Obtain and maintain all necessary licences, certificates, proof of ownership in relation to the Lot and provide copies to Hampsons on request; 6.6 Present the Lot in a clean, saleable condition and to the extent that the Seller fails to comply with this obligation, Hampsons reserves the right to arrange for the Lot to be cleaned and brought up to saleable condition and the Seller shall pay all reasonable related costs back to Hampsons; 6.7 Disclose, as early as it possibly can, and in any event before the date of the Auction, any damage to or Encumbrance affecting the Lot and include a reference to such damage or Encumbrance to Hampsons to be added into the Advertising Materials; 6.8 Disclose, as early as it possibly can, and in any event before the date of the Auction, if the Lot includes a vehicle which is not road worthy, has a defect or is not registered in the UK; 6.9 Make all and any necessary arrangements required where the Seller intends to retain the vehicle registration for a vehicle forming part of a Lot. If the Seller does not do so, Hampsons shall not be responsible for any loss or damage whatsoever and however arising out of the Seller's loss of the right to the registration number following the sale of the Lot. 6.10 Up until the date on which title to the Lot passes from the Seller to the Buyer, maintain in force an insurance policy with a reputable insurance company for the full value of the Lot and provide this to Hampsons on request; 6.11 Ensure the Lot complies with all applicable laws and that any relevant import or export fees or taxes are paid; 6.12 Not advertise nor sell the Lot from the date of signing the Entry Form until the 14 Business Days (inclusive of the fourteenth day) after the auction is complete. For the avoidance of doubt where there is evidence of the Seller advertising the Lot during the fourteen-day period, the Seller will be deemed to have made a withdrawal request and will immediately become subject to a Withdrawal Fee in accordance with Clause 9 below. 6.13 Pay to Hampsons the Charges including in the circumstances stated in Clause 6.12 above; 6.14 Acknowledge and agree that in the event the Seller wishes to withdraw a Lot for any reason, they shall be liable to pay the Withdrawal Fee in accordance with Clause 9; and 6.15 Where the Lot fails to sell at Auction and within the 14-Business Day period specified thereafter and the Seller wishes to re-enter the Lot, they must agree via email or in writing to re-enter the Lot into the next Auction on the Terms and details stated in the original Entry Form and noting any variation to the original terms. 6.16 While on the Premises, conduct itself properly and in accordance with the reasonable instructions of Hampsons including but not limited to those relating to health and safety and shall be responsible for paying Hampsons for any damage caused by the Seller while on the Premises.

6.17 Ensure that they take all reasonable actions to comply with the contract between the Buyer and Seller;

6.18 Warrant (promises in writing) that:

6.18.1 The Seller has good and marketable title to the Lot, free from all and any Encumbrances (or warrants the same as authorised agent on behalf of a third party owner); and

6.18.2 The Lot is in good condition, free from any damage, defect or imperfection, save for those disclosed to Hampsons in accordance with clause 6.7; and

6.18.3 Any vehicle forming part of a Lot is road worthy, has no defect and is registered in the UK, save where a disclosure has been made in accordance with clause 6.8; and

6.18.4 Any details provided to Hampsons and used in the advertising of the Lot are accurate;

6.18.5 It will comply with all necessary actions required to fulfil any sale contract of the Lot with the Buyer including providing Hampsons with the V5, and any other documentation reasonably required before the auction or immediately on request thereafter.

6.19 Where any of the warranties stated in Clause 6.18 are breached by the Seller and Hampsons suffers a loss or claim as a result, the Seller shall pay to Hampsons an amount equal to the amount of the loss suffered by Hampsons.

6.20 If Hampsons' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Seller or failure by the Seller to perform any relevant obligation (Seller Default);

6.20.1 Without limiting or affecting any other right or remedy available to it, Hampsons shall have the right to suspend performance of the Services (including paying any payments due on the Lot or any other Lot entered with Hampsons) until the Seller remedies the Seller Default, and to rely on the Seller Default to relieve it from the performance of any of its obligations in each case to the extent the Seller Default prevents or delays Hampsons' performance of any of its obligations;

6.20.2 Hampsons shall not have to pay for any costs or losses sustained or incurred by the Seller arising directly or indirectly from Hampsons' failure or delay to perform any of its obligations as set out in this clause 6.20; and

6.20.3 The Seller shall reimburse Hampsons on written demand for any costs or losses sustained or incurred by Hampsons arising directly or indirectly from the Seller Default.

### 7. Hampsons Obligations

7.1 Except where explicitly stated otherwise in writing, Hampsons shall act as agent for the Seller and shall provide the Services and as agent Hampsons accepts no responsibility to the Seller for any failures by the Buyer in respect of the sale of any Lot or otherwise.

7.2 If Hampsons receives notice of a dispute related to a sold Lot before payment of the proceeds of sale have been remitted to the Seller, the Auctioneer may withhold payment from the Seller until it thinks fit or until the dispute is resolved, whichever is earlier.

7.3 If the Buyer fails to pay Hampsons any amount due within 21 days after the Sale, Hampsons will notify the Seller and take the Seller's instructions as to the appropriate course of action. So far as in Hampsons opinion it is practicable, it will at the Seller's expense assist the Seller to recover the overdue amounts from the Buyer, but Hampsons shall be under no obligation to institute proceedings in its own name.

### 8. Reserve

8.1 Hampsons agrees with the Seller the Reserve for the Lot. A Reserve (or requirement for no Reserve) once placed by the Seller shall not be increased but may be decreased with the consent of Hampsons.

8.2 Hampsons may at its sole option sell a Lot at a price below the Reserve, but where it does so the Seller will receive the sale proceeds that would have been payable if the Lot had sold at the Reserve.

8.3 The Reserve shall be set in pounds sterling and, where necessary, it shall be converted at the exchange rate quoted from time to time by the Bank of England.

8.4 If the Seller purchases its own Lot, it will be deemed to be both the Seller and the Buyer of that Lot and will be liable for both the Seller Commission and the Buyer Commission.

8.5 Where No Reserve is placed on a Lot (meaning the Lot can be sold at any price higher than 0 to a highest bidder), Hampsons will aim to achieve the best price reasonably obtainable for the Lot but provides no guarantees as to that price nor that the price will be equal to any estimate given or the average price such Lots are advertised at.

8.6 Where Hampsons provides the Seller with an estimate prior to Auction, that estimate should not be relied upon by the Seller and Hampsons will not be liable for any losses, costs or damages arising as a result of such reliance.

### 9. Withdrawal Fee and Removal of a Lot

9.1 The Seller may by written notice to Hampsons (solely to the postal address or email address stated at the top of these terms) withdraw the Lot from Auction if the Seller withdraws a Lot at any time between the commencement of the Contract and fourteen Business Days after the date of Auction (inclusive of the fourteenth day), the Seller will be liable to pay the Withdrawal Fee, notwithstanding that commission of a lesser, or no, amount had previously been agreed, to reflect the time, effort, loss of publicity and buyer's premium suffered by Hampsons.

9.2 Notwithstanding clause 9.1 above, no withdrawal can be made on the day of the Auction and withdrawal in any of the 5 days leading up to the Auction will be levied with a further administration fee equal to 5% added to the Withdrawal Fee (Making 17.5% in total) to reflect the last-minute administration required to withdraw the Lot at such a late stage before the Auction.

9.3 All such Withdrawal Fees and administration fees noted in clause 9.1 and 9.2 are exclusive of and subject to VAT and shall be payable to Hampsons as remuneration for the Services performed by Hampsons down to the date of withdrawal, and not by way of penalty or liquidated damages.

9.4 Where the Seller withdraws a Lot in accordance with clause 9.1 and 9.2 above, the Seller will arrange for the Lot to be removed from Hampsons' premises at the Seller's cost, within 2 Business Days of the withdrawal subject to the Seller paying the Withdrawal Fee in full as well as any storage charges which may be applicable.

9.5 Where the Lot fails to sell at Auction (or the 14 Business Days thereafter), the Seller will arrange for the Lot to be removed from the Premises at the Seller's cost, within 2 Business Days of Hampsons providing written notice to the Seller subject to the Seller paying any applicable storage charges. For the avoidance of doubt, Hampsons is under no obligation to keep the Lot for fourteen Business Days after the Auction and can provide written notice to the Seller to remove the Lot any time after the end of the Auction.

9.6 If the Seller fails to comply with clause 9.4 and clause 9.5 above and the Lot has not been removed from Hampsons' premises within 3 months of the withdrawal or the written notice from Hampsons (as applicable), then Hampsons shall be entitled to sell the Lot to a third party without any liability to the Seller.

10. Title to the Lot shall pass from the Seller to the Buyer only upon Hampsons receiving the sale proceeds in full and in cleared funds from the Buyer.

### 11. Charges and payment

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

Type	Seller's Catalogue Fee	Seller's Commission	Uplift fee (plus storage fee)
Motor Cars	£200 + VAT (£150 + VAT for any additional cars)	2.5% + VAT of the Hammer Price with a minimum fee of £150 + VAT	£175.00 plus VAT (+ £10.00 plus VAT for each day that the Lot is not collected).
Motorcycles/scooters and bicycles	£50 + VAT (£35 + VAT for any additional motorcycles/scooters or bicycles)	7.5% of the Hammer Price (+ VAT) with a minimum fee of £150 + VAT	
Registration Numbers	£50 + VAT (£35 + VAT for any additional motorcycles/scooters or bicycles)	15% of the Hammer Price + VAT with a minimum fee of £50 + VAT	

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

### 12. Payment of Charges

12.1 Hampsons shall invoice the Seller and the Buyer on completion of the Services.

12.2 The Seller hereby authorises Hampsons to deduct the Charges and Seller-related Expenses from the Hammer Price prior to paying to the Seller in pounds sterling within 10 Business Days of the sale proceeds being received in full and clear funds from the Buyer, subject to 12.3 below.

12.3 Hampsons shall be entitled to withhold payment to the Seller (including payment on any other Lot) until such time as the Lot has been delivered to Hampsons' premises in full (including all relevant documentation and licence).

13. Intellectual property rights 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 Hampsons.

14. Data protection Hampsons 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.hampsonsauctions.com](http://www.hampsonsauctions.com).

15. Limitation of liability (Limits the amount of claims that can be made against us) and indemnity (promise to pay in the event of a particular situation occurring)

15.1 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).

15.2 Subject to clause 15.1, Hampsons' total liability to the Seller or the Buyer shall not exceed the Hammer Price less all Seller Charges. Hampsons' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

15.3 Neither the Seller nor Hampsons shall be liable for any consequential or indirect loss whatsoever. 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 or (vii) Indirect or consequential loss.

15.4 Hampsons will not accept any liability for damage sustained to a Lot that is attributable to members of the public or any other non-Hampsons employees/contractors during the sale or any loss or damage to any removable items left within Lots during the same period.

15.5 The Seller shall indemnify Hampsons, its agents and employees in full against all actions, claims, losses, damages and expenses incurred by Hampsons in respect of a Lot which relate to the Seller's breach of the contract between the Buyer and the Seller and any defect in the Lot, whether proving dangerous to human life or health or otherwise giving rise to a claim against the Auctioneer, or as a result of any default by the Seller or any breach of any of the warranties or undertakings herein by the Seller.

15.6 This clause 15 shall survive termination of the Contract.

16. Termination 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:

16.1. 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;

16.2 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, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets;

16.3 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;

16.4 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.

### 17. Consequences of termination

17.1 On termination of the Contract the Seller shall immediately pay to Hampsons all of Hampsons' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Hampsons shall submit an invoice, which shall be payable by the Seller and Buyer immediately on receipt. The Seller shall collect the Lot from Hampsons' premises in accordance with clause 9.2 and 9.3 above.

17.2 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.

17.3 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.

### 18. General

18.1 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.

18.2 Assignment and other dealings. Hampsons 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. The Seller 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.

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

18.4 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.

18.5 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).

18.6 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 nor shall it prevent or restrict any further exercise of that or any other right or remedy.

18.7 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.

18.8 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.

18.9 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.

18.10 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.