BIDDER'S TERMS & CONDITIONS FOR HAMPSON MARKETPLACE impson Marketplace is a trading name of Hampson Auctions Limited

- Please read these Terms carefully before you submit your application to take part in an Auction and download/print a copy of these terms (Terms) for your later reference. These Terms explain how we provide the Services (Gefined later) to you. If you disagree with any of these Terms to not use our Service. We may change these Terms from time to time without notice to you and each time you visit Hampson Marketplace you should check the latest version of these Terms, which will apply to any new activity on our Site (defined later).
 - 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). Our telephone number is: +44 1606 828124 and our email address is: inflo@hampsonauctions.com 1.1.
 - All otions and notifications are to be made solely to our registered address (or, where expressly stated, by email to the email address provided above) and will be deemed to be made on receipt by Hampson Auctions. We act as an agent for the Seller, Except where expressly stated in writing the terms are advected by beneficient and the self sections.
 - 1.3. that we are acting on our own behalf (as principal), we act only as an agent on behalf of the Seller. Any contract for the sale of goods auctioned by us will be solely between the Buyer and the Seller (defined later). Hampsons do not accept responsibility or liability for any loss or default by the Seller to the Buyer or by the Buyer to the Seller.
 - or by the Buyer to be serving to so understuit by the Seller to the Buyer or by the Buyer to the Seller. 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 you and any information provided by Hampson Auctions (or any of its officers, employees or contractors) is provided as agent for and on behalf of the Seller. We do not represent or warrant the accuracy of any information provided by you and you shall not seek to rely on any such information. If you are bidding on, a Lot, we would strongly encourage you to seek independent advice about the Lot (and its value) and any information provided in connection with the same as well as arranging to make your own inspection of the Lot before bidding on it.
- Lot (and its value) and any information provided in connection with the same as well as arranging to make your own inspection of the Lot before bidding on it.
 O befinitions used in our Terms: Advertising Material: has the meaning given in the advection the online Auction as specified in the Bidder Registration Form; Bidder: you (the optical Buyer who wishes to attend the Auction to bid on a Lot); Bidder Registration Form: the application the Bidder meases to take part in the Auction which in the case of an Auction at the Site will be filled in online referencing these terms; 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 removes the superial structure of the Auction Services and including, without limitation, the Buyer's Commission: the commission due to Hampsons in accordance with the agreement for auction services (incorporating these Terms) between Hampsons for the Auction Services in accordance with clause 9 (or as otherwise agreed in writing) and any Expenses; Contract: the contract between the Siler and the Buyer for an source is an accordance with the sale of the Lot at an Auction; Direct Contract the supp of Services in accordance with the sale of the Lot at an Auction; Direct Contract the and the Buyer following the sale of purchase of a Lot, which shall be a direct contract between the Seller and the Buyer following the sale of the Lot at an Auction; Direct Contract the protexes in accordance with the sale of the Lot at an Auction; Direct Contract the protexe in accordance with the sale of the Lot at an Auction; Direct Contract the protexe is accordance with a sale of the Lot at an Auction; Direct Contract the protexe is accordance with the sale of the Lot at an Auction; Direct Contract the protexe is accordance with the sale of the Lot at the Auction by this Saget, Hampsons, and which a Lot is sold by the Seller (adm) by this Saget, Hampsons and comic nich the Bidder for
- 3. Interpretation: In this Contract, any words that follow 'include', 'includes', 'including merpretation: in this Contract, any words that toldw include; includes; includes; 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. A reference to a clause is to the relevant clause in these Terms. In the event of any conflict between any provision of these Terms, anything on the Site and any provision of the Bidder Registration Form, the provisions of these Terms shall prevail.

4. Basis of contract and bid process

- The Bidder Registration Form shall constitute an offer by Hampsons, subject to these Terms, to provide the Services. The Contract shall come into existence when the Bidder signs (or in any way consents to) the Bidder Registration Form. For the avoidance of doubt, and in the exceptional case where you do not sign the Bidder Registration Form but you take part in an Auction, you shall be deemed to have accepted these Terms. 4.1.
- Hampsons reserves the right to reject any Bidder Registration Form that is not complete or not accompanied by photographic identification and Hampsons may decide (in its sole direction) refuse entry to any individual to attend or bid at an Auction. 4.2.
- at an Auction. If a Bidder is operating on behalf of a third party, they must make this clear to Hampsons when they fill in the Bidder Registration Form or they will be deemed to have entered the Contract and any Direct Contract on their own behalf. Hampson Auctions cannot take any responsibility or liability for any loss or default suffered by any Bidder, Buyer or any third party because of the Bidder's failure to make Hampson Auctions aware that the Bidder or Buyer acts on behalf 4.3. of a third party.
- or a time party. These Terms apply to the Contract to the exclusion of any other terms that the Buyer/Bidder seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Buyer shall be the highest bidder at or over the Reserve (if any) that is accepted by Hampson Auctions.
- In addition to bidding in person at a public Auction, Bidders may instruct Hampson Auctions by writing or by telephone or electronically to execute bids on their behalf at the Auction. This shall not apply to any Online Auction. Neither Hampson Auctions nor any of its officers, employees or contractors will be responsible for any error or default caused by the method chosen by the Puxor/Bidder. 4.6. responsible Buyer/Bidder
- Buyerisideer. Hampson Auctions shall have the absolute discretion (on behalf of itself and as agent for any Seller) to settle any dispute related to bidding at the fall of the hammer or close of the Auction. Where Hampson Auctions acts as agent for the Seller in relation to any dispute, it does so entirely at its sole direction and, in the event of any dispute relating to a Direct Contract, Hampson Auctions reserves the right to refer the Buyer to the Seller to settle such disputes directly (and shall have no liability to the Buyer or the Seller in respect thereof). 4.7.
- Any bid which fails to reach the Reserve may be submitted by Hampson Auctions, at its sole discretion, to the Seller for consideration. Should the Seller accept a bid below the Reserve, the bid shall be the Hammer Price, and the Lot will be deemed to have been sold to the Buyer at that Hammer Price at the time of the fail of the hammer on the date of the Auction.
- of the fail of the hammer on the date of the Åuction.
 5. Advertising material. Any information, descriptions or advertising made available to the Bidder in respect of a Lot (Advertising Material) is issued or published for the sole purpose of describing the Lot. Hampson Auctions makes no representation or warranty in respect of any Advertising Material. In respect of any Advertising Material, hampson Auctions does not accept any liability in respect of any Advertising Material. Hortos, 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 any Reserve, the value of a Lot, or the amount the Bidder is prepared to pay for the Lot). Neither Hampson Auctions run Karanto, and capability of being registered in the UK) unless explicitly agreed in writing.
 6. Bidder Oblications. The Bidder:

6. Bidder Obligations. The Bidder:

- Shall complete and sign (or in another way consent to) the Bidder's Registration Form and ensure that the contents of the Bidder's Registration Form are true, complete and accurate. 6.1.
- Shall co-operate with Hampson Auctions in all matters relating to any bidding 62 on, and the purchase of, any Lot.
- On, and the purchase of, any Lot. Shall provide Hampson Auctions with the Bidder's photographic identification prior to bidding at any Auction and where, for any reason, such identification has not been provided prior to the Bidder bidding at any Auction, the Bidder shall provide it as reasonably practicable thereafter. Where Hampsons is not satisfied (in its sole discretion) with any photographic identification provided, it may (in its absolute discretion) refuse to sall the Lot to the Bidder or may (at its option) grant the Bidder extra time to provide the necessary identification.
- Acknowledges that all Lots are provided "sold as seen" with all defects and faults and without any guarantee or warranty attaching thereto including (but not limited to) as to the condition, madworthines, registrability or otherwise and with all defects and faults whether or not apparent upon inspection and that any 6.4.

claim of any kind in respect of a Lot is solely against the Seller and not Hampson Auctions:

- Auctions; Shall, on being the highest bidder on a Lot and becoming the Buyer for that Lot under a Direct Contract, pay to Hampsons the Sale Proceeds in respect of that Lot as soon as reasonably possible and, in any event, no later than midday on the day after the Auction was held. Time for payment is of the essence. Until payment has been made in accordance with this clause 6.5, Hampson Auctions shall hold a lien over the Lot. 6.5.
- Acknowledges and accepts that Hampson Auctions may apply (whether as set off or otherwise) 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.
 - Shall ensure that any Lot purchased from Hangson 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.
 - 6.7.1. Shall ensure that, where the Buyer has purchased a vehicle forming a Lot, suitable car insurance policies are in place and all other legal matters have been complied with to remove the Lot from Hampson Auctions' premises.
 - Shall, where the Buyer has failed to collect a Lot, instruct Hampson Auctions to deliver the Lot to the Buyer at the Buyer's expense and the Buyer shall agree that Hampson Auctions may charge any reasonable storage costs and insurance for the period from the date when the Lot should have been collected until the date of collection by, or delivery to, the Buyer.
- Is responsible for ensuring the Lot conforms to the description in the catalogue 6.9. Where a Lot is a vehicle, 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;
 - Hampson Auctions cannot verify the authenticity of the chassis, VIN number or mileage under which a vehicle is offered;
 - 6.9.3. That it is the Bidder's 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 hans. Sometimes works' vehicles were fitted with different registration plates, so that a vehicle's works' career 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, that 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. that, 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.
- regular audit instructions of Hampsons including (but not limited to) all instructions relating to hear the bidden shares and the bidden shall be responsible to pay any sums to (and shall indemnify and hold harmless) Hampson Auctions or the Seller (as the case may be) in respect of any damage caused by the Buyer (or any third party on their behalf) while on the Premises. 6 10
- The Bidder will at all times comply with Hampson Auctions' website terms and conditions (including acceptable use policy) stated on the Site from time to time in respect of all Online Auctions. 6.11.

6.12. The Bidder shall consider their bid carefully before making it as it is not possible to change a bid once made, even in the event of any error or accidental bid.

- Obligations of Hampson Auctions The only obligation of Hampson Auctions to the Bidder is to allow the Bidder, subject to these terms, to attend the Auction, bid on a Lot and, where there is no Reserve (or where the Bid is over the Reserve), conclude the sale of a Lot on behalf of the Seller with the highest bidder, and to hold a lien over the Lot until the Buyer has paid all sums due to the Seller and/or Hampson Auctions. 7.1.
- Hampson Auctions will (unless otherwise agreed) (unless otherwise agreed) administer the exchange of the Lot for the Hammer Price on behalf of the Seller, ensuring that both the Seller and the Buyer each pay all relevant Charges under these terms or otherwise. 7.2
- 7.3. Hampson Auctions will carry out the Services at the Premises or online as radingsion Auculois win carry but the services at the Preinlass of online as stated on the Bidder Registration Form. 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 any of its officers, employees or contractors.
- Except as stated in this clause 7, all obligations and warranties express or implied are excluded from this Contract and in these Terms including (but not limited) to any such obligations or warranties implied under the Sale of Goods Act 1979.
- Title and Risk. 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. Risk shall pass to the Buyer on the fall of the hammer indicating the sale of the Lot to the Buyer (as the highest bidder thereon).

9. Charges and payment

9.1. The Charges for the Services shall be calculated with reference to the below:	
Туре	Buyer's Commission
Motor Cars	7% of the Hammer Price subject to a minimum fee of $\pounds600$ + VAT
Motorcycles / Scooters / Bicycles	7% of the Hammer Price subject to a minimum fee of \pounds 300 + VAT
Registration Numbers	7% of the Hammer Price subject to a minimum fee of £200 + VAT
Storage Cars / Motorcycles / Bicycles / Scooters	\pounds 10.00 + VAT for each day that the Lot is not collected over and above the 5 days allowed following the sale.

- 9.2.
- Hampson Auctions may, at its sole discretion, choose to waive all or part of the Charges. A waiver of Charges shall only be valid if waived in writing by Hampson Auctions. In all other cases, the Charges shall be payable in full. Where a Lot is subject to tax on import (or otherwise), the Buyer shall pay all taxes due in addition to the Hammer Price at the then prevailing rate applicable to the Lot. Neither Hampson Auctions on the Seller shall be responsible for the payment of any taxes, duties or levies payable in connection with the sale of the Lot to the Buyer. The Buyer shall be responsible for (and shall indemnify and hold hamless Hampson Auctions and the Seller against any losses and expenses incurred in respect 0) any taxes, duties or levies payable in connection with the sale of the Lot to the Buyer and the cost foremoval, storage and insurance charges, and any other charges in connection with clause 9. Bidding shall take loake in increments as decided by Hampson Auctions in its
- Bidding shall take place in increments as decided by Hampson Auctions in its sole discretion from time to time. 9.4.

10. Payment of Charges

- 10.1. Hampson Auctions shall invoice the Buyer on completion of the Services. Time shall be of the essence for payment.
- 10.2. If the Buyer fails to make payment of the Sale Proceeds when due, Hamps Auctions may:
 - 10.2.1. retain the Lot and all other Lots sold to the Buyer at the Auction or any other auction, hold a lien over the same, and release them only when Sale Proceeds have been received from the Buyer in clear funds.
 - 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 the Sale Proceeds in clear funds (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 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; =
 - any tees incurred in doing this to the Buyer; = 10.2.6. issue legal proceedings against the Buyer for payment of the Sale Proceeds together with all losses and expenses (including legal and other professional fees) incurred by Hampson Auctions in connection with the Buyer's failure to make any payment due under these Terms. Any fees and costs (including legal and other professional fees) incurred by Hampson Auctions for this will be added the Sale Proceeds from the Buyer; and
 - 10.2.7. where the Buyer has paid some but not all the Sale Proceeds, retain any sums required to pay any costs and fees associated with retaining the Lot.

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 these Terms, the full amount of the Sale Proceeds, the Charges, and any other sums due from the Buyer to Hampson Auctions shall immediately become due for payment and the Buyer shall pay interest to Hampson Auctions 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%.

When that days have 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. Where there is any dispute in relation to a Lot, including but not limited to any dispute under a Direct Contract, the Buyer hereby irrevocably and unconditionally consents to Hampson Auctions providing the Saller with the Buyer's contact details so that the Seller and the Buyer may liaise directly in respect of the same.

- 12. Limitation of liability
 - 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 1962 (title and quiet possession).
 - Quier possession). Subject to clause 12,1, Hampson Auctions' total liability to the Buyer shall not exceed 200 percent (200%) of the Buyer's Commission in respect of the relevant Lot. 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. 12.2.
 - In connection with the Contract. This clause 12.3 sets out the types of loss wholly excluded by the parties. Hampson Auctions shall not be liable for any; (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 whatsoever.. 12.3.
 - damage to goodwill; or (wi) indirect or consequential loss whatsoever. Hampson Auccions does not accept any liability for damage sustained to a Lot not caused by Hampson Auccions or any of its officers, employees or contractors, including (but not limited to) any damage or loss that is attributable to any third party (including, but not limited to) any damage or loss that is attributable any removable letms left within Lots during the same particular by any Buyer for damage and/or lost items must be submitted to Hampson Auctions in writing no later than 3 Business Days after the date of Auccion and unremain applicable). 124
 - 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 uphotslery. Given the age of many Lots, no assumption should be made with regard to any part of the Lots condition. 12.5.
- 12.6. This clause 12 shall survive termination of the Contract.

13. Account Cancellation

- You can terminate your account at Hampsons Marketplace at any time in respect to future bidding. Hampson Auctions will not make any payment to you in respect of this cancellation.
- Once you have bid on a Lot you may only terminate this agreement at the end of the Auction for that Lot and once you have paid any relevant Buyer's Commission to us which is chargeable notwithstanding any cancellation in accordance with clause 13.3 below.
- accordance with clause 13.3 below. Where you make a winning bid, you enter into a separate agreement with the Seller directly for the sale and purchase of the Lot at the Hammer Price (Direct Contract). Any dispute under that Direct Contract should, unless expressly stated otherwise, be made to the Seller directly. Where the Seller is a trade seller (being a seller acting in connection with a trade, profession or business), and the Buyer is a consumer (meaning a purchaser not acting in connection with a trade, profession or business), the Buyer may be entitled to cancel that Direct Contract within 14 days of collecting or taking delivery of the Lot. Any cancellation rights that you may have in relation to a Direct Contract will need to be arranged with the Seller and shall not affect the validity of the Contract or the requirement of the Buyer to pay the Buyer's Commission to Hampsons Marketplace under these Terms. 13.3.
- Without affecting any other right or remedy available to it, Hampson Auctions may terminate the Bidder's account at Hampson Marketplace if the Bidder fails to pay any Sale Proceeds owed to Hampson Auctions on the due date for payment or does not comply with the Online Terms on the Site.
- 14. Consequences of termination
 - Consequences or unminiation 14.1. On terminiation of the Contract, the 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 6.7 above.
 - 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. 14.2.
- 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. 14.3.

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 which includes but is not limited to lack of availability of the Site caused by the internet not working or other third party causes, ware polemcis, pandemics, labour disputes, unrest, natural disasters, government forced closures.
- government torced cosures. 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 Bidder/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.
- 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. 15.3.
- customers, clients or suppliers of the other party. Entire agreement. The Contract including any terms incorporated by reference 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 liability for fraud.
- 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 enective unless it ed representatives). with
- authorised representatives). 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 in 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. 15.6.
- 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 opart-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. 15.7.
- 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. 15.8
- 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 15 9 law of England and Wales
- 15.10. 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 ils subject matter or formation.