



All of the equipment is in the ownership of the vendor. Watts & Associates therefore do not take any title to the equipment and is acting as a third party agent only.

Before you do anything else, please take some time and care to read through the following TERMS & CONDITIONS. Make sure you understand all of the points made and raised.

TERMS & CONDITIONS MAINLY AFFECTING THE BUYER

Registration

If you are intending to buy in this auction, you will need to register. If you are bidding through the internet and a new user to Watts & Associates, you will need to register online with us. If you are an existing Watts & Associates online user, you will need to register for this auction specific. Please visit <http://bid.wattsauctions.co.uk>

Remember, that by clicking the box "I have read and understand the terms and conditions of this sale" during the registration process, you are agreeing to our terms and conditions of sale. At this point we will assume that you have read and understood the terms and conditions of sale.

The Auctioneers have absolute discretion without giving any reason to refuse admission to any person.

Deposit

The auctioneers reserve the right to take a refundable deposit of £500 from any UK person/s (£2,000 if you are from overseas) registering to buy at the auction. If you are paying by credit card, there will be a non-refundable charge of 3%.

Pre-Sale Viewing

Pre-auction viewing is recommended. You can inspect all lots at the auction site from 9.00am to 5.00pm on the day before the auction.

Non-competent operators are prohibited from testing any items of equipment in this sale.

If you require any assistance with starting machines, or have any queries regarding a lot, please ask a member of our auction team before the item is sold - not afterwards. Keys are available from the key van and there are fitters and mechanics on site.

The plugging in of electrical items directly in to the mains power to test is **strictly prohibited**. Never test an item of larger machinery on your own. Make sure that the area around the machine is clear and always seek a second person to act as a Banksman.

Any inspections and/or testing are done so completely at your own risk. If you cause any injury whatsoever to another person or yourself during testing, you will be held liable.

Warranties & Guarantees

There are no warranties or guarantees given or implied on any items in this auction neither by the auctioneers, the catalogue nor by the vendor. Once you have won the lot, you are committed to pay for that lot **in full**. Abbreviations in the description e.g. (R&D) (Runs & Drives) are given as an observation only. Abbreviations do not imply any form of guarantee or warranty. All items are sold with all of their faults, incompleteness and imperfections. If you have not inspected the equipment, assume that it does not run, it is in an unsafe state and unfit for immediate use or beyond repair.

General

Where lots follow a suit, the auctioneer will offer the first lot and then give the winning buyer the option to take as many as they like (but in lot order unless otherwise stated beforehand by the auctioneer).

The highest bidder shall be the Buyer. Any dispute as to any bid shall be settled at the Auctioneers' absolute discretion. In particular the Auctioneers may: -

- a) determine the amount of advance at each bid;
- b) refuse any bid;
- c) withdraw any Lot from the auction;
- d) Put up any Lot for auction again.

Responsibility of the Buyer

The winning bidder enters in to a contract with Watts & Associates (Auctioneers) Limited to pay for the item/s from the point of purchase.

All items become the responsibility of the buyer on the `fall of the hammer` (at the point of purchase). We recommend that the buyer makes any required insurance arrangements straight away. Lots are at the Seller's risk up to the time of sale and the Buyer's risk after that. If Lots are demonstrated to prospective Buyers this is done at the Seller's risk. The Auctioneers accept no responsibility for loss or damage no matter how it arises. Title does not pass to the buyer until the item has been sold.

The Buyer of any lot is responsible for complying with all legal requirements as to the construction and use of that Lot and for obtaining all Authorisations necessary before the Lot can be used. It is a condition of sale that any necessary work is carried out (and in particular that any motor vehicles are made roadworthy) before the Lot is used.

Buyers Premium

(Bidding Live – All Rings)

10% where the hammer falls up to the value of £999

5% where the hammer falls between £1,000 and £19,999

3% where the hammer falls to a value of £20,000 and above

(Internet) There will be an extra internet surcharge of 1% of the hammer price to add

All charges are subject to VAT at the current rate

Payments

Without exception, all items must be paid for in full by the close of trade Monday following the auction day.

- (i) Payments will be accepted by cash up to £9,500
- (ii) Debit or credit card (please be aware that all credit card transactions carry a 3% surcharge)
- (iii) Company or personal cheque and cashiers cheque/bankers draft (please note that cheques including cashiers cheques must clear before items can be removed).
- (iv) Chaps/direct transfer

We will not accept any payments of cash paid directly in to our account, or remote card payments made over the telephone. All client monies are held in our client account.

In all cases, monies must be cleared before items can be removed.

There is no transferring of items between buyers. You pay for what you buy.

Non-EC exporters must pay the full amount including the VAT until such a valid Bill of Laden is produced as proof that the items have been exported. EC exporters are required to produce a fully validated country of origin VAT number and CMR document.

Removal

Items from the main building will not be released at the earliest until all of the shelves have been sold and elsewhere where it will not cause disruption to the auction process or pose a threat to public safety. All items must be removed from the site before the close of trade Friday after the sale day (1 week)

Storage charges will apply to all items not removed from this auction site after 2 weeks. They are charged at £50 per pallet (1 pallet minimum charge) per week.

General

Where lots follow a suit, the auctioneer will offer the first lot and then give the winning buyer the option to take as many as he or she likes (but in lot order unless otherwise stated beforehand by the auctioneer)

The auctioneer reserves the right to settle any dispute as he or she sees fit. The auctioneer's decision is final.

Health & Safety

We do discourage children under 16 being on the auction site. If you do have children with you, you must supervise them at all times. Running around and climbing on machines will not be tolerated and you will be asked to leave.

We ask you to be safety conscious at all times particularly while inspecting items of machinery for sale. Tampering with machinery and theft of items will not be tolerated and anyone who is caught doing so will be asked to leave. Any evidence will be passed forward to the relevant authorities for the purpose of prosecution. Cameras are positioned around the site for your safety and security.

TERMS & CONDITIONS MAINLY AFFECTING THE SELLER

The Auctioneers reserve the right to refuse to accept for sale any lot.

The Auctioneers shall be entitled to a commission on the price at which the Lot is sold in accordance with their published scale of charges. Payment shall be made at the time of sale. The Seller authorises the Auctioneers to deduct commission from the sale price. In addition the Auctioneers reserve the right to charge a commission to the Buyer on the purchase price in accordance with their published scale of charges. If any Lot is entered for sale and is sold by the Seller to any person attending the sale that sale shall be deemed to have been effected by the Auctioneers as Agents for the Seller and full commission will be payable. The Seller shall at his own expense take away all unsold Lots not later than 5 p.m. on the next working day. In default of this storage will be charged in accordance with the Auctioneers' Standard Scale of Charges.

No lot will be accepted for sale unless the appropriate Entry Form has been fully completed. The particulars given on the Entry Form and the description of the Lot contained in it form the basis of the Contract between the Seller and the Auctioneers and the Auctioneers shall not be liable to account to the Seller for any loss which may arise through the use of such particulars or description in any sale. At the request of the Seller the Auctioneers may complete and sign the Entry Form on the Seller's behalf. The Auctioneers accept no liability to either Seller or Buyer for any loss which may arise as a result.

If a Reserve Price is not stated in the appropriate place on the Entry Form the Lot will be sold without Reserve. Notwithstanding any indication to the contrary on the Entry Form (e.g. "NETT", "CLEAR") the Auctioneer has authority to sell at the price stated on the Entry Form.

If a reserve price is nominated, unless otherwise stated as ("Firm") on the entry form. The auctioneer will at his/her own discretion reserve the right to sell that item at 90% of the nominated reserve price (up to £500) 95% (up to £5,000) and 97.5% (over £5,000).

Minimum reserve price per item is £50.

Any unsold items that are "rolled over" to the next auction and carry a reserve of £100 and less, will be automatically sold in the following auction without reserve.

A Lot will not be released until it has been offered for sale by the Auctioneers or the Auctioneers have ceased selling for the day. If any lot fails to sell by Auction the Auctioneers reserve the right to re-offer the Lot for sale by auction or to sell by private treaty at the Reserve Price or such other price as may be agreed by the Seller. Commission shall be payable in accordance with the provisions of Condition 15.

Where any lot is found to be subject to a hire purchase, leasing or similar agreement, the Auctioneers reserve the right to discharge the existing liability and to remit the balance, if any, to the Seller.

The Auctioneers may, at their discretion, make enquiries as to the title to any Lot. They shall not be under any duty to either Seller or Buyer to make such enquiries or to disclose to any person the result of any enquiries.

Definitions

- a) "Seller" includes the owner of the Lot and any other person offering the lot to the Auctioneers for sale whether authorised by the owner or not.
- b) "Buyer" includes the highest bidder, the person to whom a Lot is sold by private treaty, the person declared by the Auctioneers as being the Buyer and the principal of any of the above if they are acting as agents.
- c) "Sale" includes a sale by private treaty.
- d) "Lot" includes all Lots entered for sale whether by public auction or by private treaty.
- e) The expressions "Seller", "Buyer", and "Auctioneers" include where appropriate their employees and agents.

AUCTIONS (BIDDING AGREEMENTS) ACT 1927, ss1-4

1. Certain bidding agreements to be illegal

- (1) If any dealer agrees to give, or gives, or offers any gift or consideration to any other person as an inducement or reward for abstaining, or for having abstained, from bidding at a sale by auction either generally or for any particular lot, or if any person agrees to accept, or accepts, or attempts to obtain from any dealer any such gift or consideration as aforesaid, he shall be guilty of an offence under this Act, and shall be liable on summary conviction to a fine not exceeding the statutory maximum, or to a term of imprisonment for any period not exceeding six months, or to both such fine and such imprisonment.

Provided that, where it is proved that a dealer has previously to an auction entered into an agreement in writing with one or more persons to purchase goods at the auction bona fide on a joint account and has before the goods were purchased at the auction deposited a copy of the agreement with the auctioneer, such an agreement shall not be treated as an agreement made in contravention of this section.

- (2) For the purpose of this section the expression 'dealer' means a person who in the normal course of his business attends sales by auction for the purpose of purchasing goods with a view to reselling them.
- (3) In England and Wales a prosecution for an offence under this section shall not be instituted without the consent of the Attorney-General or the Solicitor-General.

2. Right of vendors to treat certain sales as fraudulent

Any sale at an auction, with respect to which any such agreement or transaction as aforesaid has been made or effected, and which has been the subject of a prosecution and conviction, may, as against a purchaser who has been party to such agreement or transaction, be treated by the vendor as a sale induced by fraud:

Provided that a notice or intimation by the vendor to the auctioneer that he intends to exercise such power in relation to any sale at the auction shall not affect the obligation of the auctioneer to deliver the goods to the purchaser.

3. Copy of Act to be exhibited at sale

The particulars which under section seven of the Auctioneers Act 1845, are required to be affixed or suspended in some conspicuous part of the room or place where the auction is held shall include a copy of this Act, and that section shall have effect accordingly.

4. Short title, commencement and extent

- (1) This Act may be cited as the Auctions (Bidding Agreements) Act 1927...
- (2) This Act shall not extend to Northern Ireland.

AUCTIONS (BIDDING AGREEMENTS) ACT 1969 ss1-5

1. Offences under Auctions (Bidding Agreements) Act 1927 to be indictable as well as triable summarily, and extension of time for bringing summary proceedings

(1) Offences under section 1 of the Auctions (Bidding Agreements) act 1927 (which, as amended by the Criminal Justice Act 1967, renders a dealer who agrees to give, or gives, or offers a gift or consideration to another as an inducement or reward for abstaining, or for having abstained from bidding at a sale by auction punishable on summary conviction with a fine not exceeding the statutory maximum or imprisonment for a term not exceeding six months, or both, and renders similarly punishable a person who agrees to accept, or accepts, or attempts to obtain from a dealer any such gift or consideration as aforesaid) shall be triable on indictment as well as summarily; and the penalty that may be imposed on a person on conviction on indictment of an offence under that section shall be imprisonment for a term not exceeding two years or a fine or both.

(5) This section applies only to offences committed after the commencement of this Act.

2. Persons convicted not to attend or participate in auctions

(1) On any such summary conviction or conviction on indictment as is mentioned in section 1 above, the court may order that the person so convicted or that person and any representative of him shall not (without leave of the court) for a period from the date of such conviction -

(a) in the case of a summary conviction, of not more than one year, or

(b) in the case of a conviction on indictment, of not more than three years,

enter upon any premises where goods intended for sale by auction are on display or to attend or participate in any way in any sale by auction.

(2) In the event of a contravention of an order under this section, the person who contravenes it (and, if he is the representative of another, that other also) shall be guilty of an offence and liable -

(a) on summary conviction, to a fine not exceeding the statutory maximum;

(b) on conviction on indictment, to imprisonment for a term not exceeding two years or to a fine or to both.

- (3) In any proceedings against a person in contravention of an order under this section consisting in the entry upon premises where goods intended for sale by auction were on display, it shall be a defence for him to prove that he did not know, and had no reason to suspect, that goods so intended were on display on the premises, and in any proceedings against a person in contravention of such an order consisting in his having done something as the representative of another, it shall be a defence for him to prove that he did not know, and had no reason to suspect, that that other was the subject of such an order.
- (4) A person shall not be guilty of an offence under this section by reason only of his selling property by auction or causing it to be so sold.

3. Right of seller of goods by auction where agreement subsists that some person shall abstain from bidding for the goods

- (1) Where goods are purchased at an auction by a person who has entered into an agreement with another or others that the other or others (or some of them) shall abstain from bidding for the goods (not being an agreement to purchase the goods bona fide on a joint account) and he or the other party, or one of the other parties, to the agreement is a dealer, the seller may avoid the contract under which the goods are purchased.
- (2) Where a contract is avoided by virtue of the foregoing subsection, then, if the purchaser has obtained possession of the goods and restitution thereof is not made, the persons who were parties to the agreement that one or some of them should abstain from bidding for the goods the subject of the contract shall be jointly and severally liable to make good to the seller the loss (if any) he sustained by reason of the operation of the agreement.
- (3) Subsection (1) above applies to a contract made after the commencement of this Act whether the agreement as to the abstention of a person or persons from bidding for the goods the subject of the contract was made before or after that commencement.
- (4) Section 2 of the Auctions (Bidding Agreements) Act 1927 (right of vendors to treat certain sales as fraudulent) shall not apply to a sale the contract for which is made after the commencement of this Act.
- (5) In this section, 'dealer' has the meaning assigned to it by section 1(2) of the Auctions (Bidding Agreements) Act 1927.

4. Copy of the Act to be exhibited at sale

Section 3 of the Auction (Bidding Agreements) Act 1927 (copy of Act to be exhibited at sale) shall have effect as if the reference to that Act included a reference to this Act.

5. Short title, commencement and extent

- (1) This Act may be cited as the Auctions (Bidding Agreements) Act 1969.

(2) This Act shall come into force at the expiration of one month beginning with the day on which it is passed.

(3) This Act shall not extend to Northern Ireland.

Watts & Associates (Auctioneers) Ltd

September 2017