Online Auction

On the instructions of Broome Manor Golf Course and others
Piecemeal (subject to General Conditions and Special Conditions unless previously sold)

Golf Course Grounds
Maintenance Machinery
& Equipment

Photographs & online auction bidding via sw.co.uk/auctions

Bidding: Closes from 12 noon Wednesday 18 March 2020

View: From 10am to 4pm Tuesday 17 March 2020

At: Broome Manor Golf Course, 6 The Fairway, Swindon, SN3 1RG, UK

The Chancery, 58 Spring Gardens, Manchester, M2 1EW Tel: 0161 259 7050
auctions@sw.co.uk
sw.co.uk/auctions

Misrepresentation: Whilst every effort has been made to provide reliable information, Sanderson Weatherall LLP do not warrant the information contained herein and prospective purchasers must satisfy themselves by inspection as to its correctness.
1. Interpretation

1.1. In these General Conditions the following words and expressions shall have the meanings hereinafter stated:

“Auction” any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions; the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 4.10 below.

“Auctioneer” any person appointed to conduct any Auction or offering to purchase by private treaty or tender;

“Bid” an offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender; and “Bids” and “Bidding” shall be construed accordingly;

“Buyer” any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and as determined under General Condition 4.10 below;

“Buyer’s Premium” a commission payable by the Buyer on the completion of a Sale the amount of which is set out in the Special Conditions; The Auctioneer, when acting as Agent for the Seller, may also receive commission from the Seller.

“Catalogue” the catalogue incorporating these General Conditions and the Special Conditions;

“Clearance Date and Time” the time on which all Lots will be removed by the Buyer from the Location specified in the Special Conditions;

“The Company” Sanderson Weatherall LLP (company number OC 3497770) whose registered office is at 8th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL;

“Conditions of Sale” the General Conditions and the Catalogue together with any Special Conditions;

“Consumer” an individual Buyer who purchases any Lot wholly or mainly for their personal use (not for use in connection with their trade, business, craft or profession);

“Data Protection Law” all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time including (and to the extent applicable) the GDPR, the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations 2019 (if applicable) and/or any similar Legislation applicable to i) the Location of a Lot or ii) the Location of the Buyer’s business activities;

“Deposit” the sum payable by the Buyer to the Company as set out in the Special Conditions;

“General Conditions” European General Data Protection Regulation, name Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; these General Conditions which shall be applicable to all Auctions conducted by the Company;

“Legislation” all laws, statutes, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental authority (whether Parliamentary, statutory, parochial, Agency or local) as amended or re-enacted from time to time;

“Live Auction” any auction conducted at the Location or at such other location(s) as shall be notified by the Company in the Special Conditions or in the Catalogue;

“Location” the premises at which the Lots are located, details of which are set out in the Special Conditions;

“Lot” any Lot described in the Catalogue, on the Website or on the Company’s invoice;

“Online Auction” any auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;

“Personal Data” has the meaning ascribed to it under the GDPR;

“Sale” the sale of any Lot by Auction, private treaty or tender and as determined under General Condition 4.12 below;

“Seller” the person upon whose instructions the Company is conducting the Sale, details of whom are set out in the Special Conditions;

“Special Conditions” any additional to these General Conditions set out or referred to in the Auction, catalogued and/or announced at Auction or otherwise specified by the Company;

“Website” the websites at: www.bidspotter.co.uk; www.ibidder.com; www.sw.co.uk; and www.sw.agtportals.net.

2. Application of these General Conditions

2.1. These General Conditions apply to the Sale of assets (including but not limited to plant, machinery, vehicles, chattels and trade stocks) conducted by the Company.

2.2. These General Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise the “Conditions of Sale”.

2.3. To the extent that these General Conditions are inconsistent with any Special Conditions, the Special Conditions shall prevail.

2.4. Accepting for any Lot shall be deemed to be an offer to purchase by the Buyer of these General Conditions and the Special Conditions.

2.5. Unless there is a provision to the contrary in this document, the Conditions of Sale shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:

2.5.1 Scotland in which case the laws of Scotland shall apply; or

2.5.2 Northern Ireland in which case the laws of Northern Ireland shall apply.

2.6. A reference to writing or written shall include e-mail.

2.7. Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions.

3. Identity of the Parties

3.1. The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.

3.2. The Auctioneer offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.

3.3. The identity of the Seller is set out in the Special Conditions.

3.4. Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be deemed to be acting in his own right and not as agent or on behalf of any named principal.

3.5. Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make the Bid on behalf of the person he represents.

3.6. Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in addition to:

3.6.1 a Live Auction by the completion of a registration form;

3.6.2 an Online Auction by online registration at the Website; and

3.6.3 a private treaty or tender by prior registration or notification of details, as and when requested by the Company.

3.7 The Company reserves the right at any time to reject the registration of any persons and refuse access to the Auction at its sole discretion.

3.8 On registration for an Online Auction Bidders will be added to the Company’s mailing list for the purposes of notification of future sales by email. If a Bidder wishes to stop receiving such notifications they can unsubscribe at any time by clicking on the link provided at the bottom of each email.

3.9 On registration in accordance with General Condition 3.6 the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

4. Conduct of Auctions

4.1 Physical Inspection of Lots

4.1.1 The Buyer will be provided with the opportunity to attend all Auctions (whether Live Auctions and Online Auctions) in person with a view to inspecting the Lot.

4.1.1.1 Where the Auction is a Live Auction, the Buyer will be given the opportunity to inspect the Lot immediately prior to the opening of Bids in respect of the relevant Lot.

4.1.1.2 Where the Auction is an Online Auction, the Seller will inform the Buyer of the date, time and venue of the physical inspection of the relevant Lot.

4.2 Any Lot may be subject to a minimum bid or reserve price. The Seller is entitled to change these at any time before the conclusion of the Sale.

4.3 The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this clause shall be entitled to place Bids on any Lot up to the reserve price including by placing Bids in response to other Bidders.

4.4 Lot descriptions will be amended as appropriate as and when information becomes available to the Company. Prospective Bidders must read Lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular Lot.

4.5 The Auctioneer may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.

4.6 The Company may sell any Lot by private treaty or tender before or after the Auction. The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

4.7 No Bid shall be retracted without the consent of the Auctioneer.

4.8 The Auctioneer may where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

4.9 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.
4.10 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent with the conduct of the Auction in accordance with these General Conditions.

4.11 The Auctioneer may allow to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special Conditions.

4.12 A Sale is concluded (constituting acceptance of the Bidder’s offer, subject to General Conditions on demand) when:

4.12.1 in the case of a Live Auction, on the fall of the Auctioneer’s hammer; and/or,

4.12.2 in the case of an Online Auction, at the close of the timed Online Auction on a specific Site and Website and as defined by General Condition 4.18.3 below or;

4.12.3 in the case of a private treaty or tender, when the Bidders Bid is accepted by the Company, such acceptance to be communicated to the Bidder in writing by way of receipt of the Company.

4.13 The Buyer shall be the person who made the highest Bid before the conclusion of the Sale pursuant to General Condition 4.12 above subject to approval and acceptance by the Company, the Auctioneers and the Seller or such other Bidder as the Auctioneer and/or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/or the Company and/or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.

4.14 In the case of an Online Auction the Buyer, as determined under General Condition 4.13 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.

4.15 In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.

4.16 On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Condition 4.13 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.

4.17 The Buyer may not remove any Lot he has bought until after the end of the Auction.

4.18 In relation to an Online Auction:

4.18.1 the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and/or the Online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur between the Bidder and the Auctioneer. The Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.18.3 below).

4.18.2.1 the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended by an additional ten minutes. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Where a Bid is placed within ten minutes or less in the Online Auction an additional ten minutes Bidding time is added until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.

4.19 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller. Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company’s and/or the Auctioneer’s principal place of business.

5. Sale and Payment

5.1 The Buyer shall pay the following sums to the Company in full and without set-off or deduction:

5.1.1 immediately upon the Sale of any Lot the Deposit, if requested by the Company; and

5.1.2 the balance of the price of the Lot purchased, together with the Buyer’s Premium, as stated in the Lot(s) in the Online Auction or by no later than the close of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.13 above, or such other time and date as may be specified in the Special Conditions; and

5.1.3 any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.

5.2 In every case the Sale shall be of the essence.

5.3 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.

5.4 If the Buyer fails to make any payment on the due date for payment then, without limiting and for no reason to the Seller, the Buyer shall apply to the Company to pay the amount unpaid (both before and after any judgment) on the amount unpaid at the rate of 1.5% above the bank base rate of Barclays Bank Plc per month or any part thereof until payment in full is made.

5.5 Until the Buyer has fully complied with its obligations in this General Condition 5:-

5.5.1 title to any Lot bought shall not pass to the Buyer;

5.5.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction;

5.5.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.

5.6 All sums payable under these General Conditions and the Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.

5.7 The Company will only accept payment under this General Condition 5 from the Buyer or its authorised agents.

6. Removal of Lots

6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the conclusion of the Sale.

6.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.

6.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs which may be imposed by the Company.

6.3.1 costs and expenses associated with clean-up, repair of damage and/or personal injury or death caused by or associated with the removal of Lots; and

6.3.2 any applicable customs duties or export tariffs.

6.4 The Buyer may not remove any Lot until the Buyer has:-

6.4.1 paid by cleared funds all amounts payable pursuant to General Condition 5 above in full; and

6.4.2 failed to provide the Company with any produced satisfactory evidence to the Company that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.7 below and/or deposited with the Company, by way of security for the payment of the Buyer’s premium, any amount likely to occur, such sum as the Company may stipulate.

6.5 The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.

6.6 The Buyer must remove each Lot purchased by the Clearance Date and Time for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance of Lots is permitted on Bank or Public Holidays. In the absence of confirmation that the Buyer has undertaken that the clearance of Lots will be completed prior to the Clearance Date and Time, the Buyer acknowledges and agrees that the Company reserves the right to insist on the order of the removal of Lots or parts thereof.

6.7 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that a Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition 6.7, then the Auctioneer reserves the right to insist on any delivery of the Clearance Date and Time, and/or storage of the Lot and charge any attendant costs to the Buyer.

6.8 If any Lot is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the Buyer.

6.9 Title to computer software sold pursuant to the Sale of a Lot is not transferred until any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers, Company and/or the Auctioneer reserve the right to hold any private or sensitive information prior to the Sale or at any later date.

6.10 Prior to commencing dismantling/removal of a Lot from the Location, the Buyer and/or his removal contractor must:

6.10.1 liaise with the Company’s site representative; and

6.10.2.1 carry out a full assessment of the Lot, the Location and the land or buildings to which the Lots is fixed to:

6.10.2.2 fully satisfy themselves that they will be able to detach/ remove the Lots in compliance with any requirements imposed by all relevant legislation in accordance with General Condition 7.

6.11 The Buyer shall be required to repair holes or voids exposed by the removal of Lots and any other damage caused as a result of that removal. The Buyer shall replace any cladding taken off during the removal of plant & equipment, un-satisfactory manner. Where the clearance is halted by the Buyer, the Buyer must liaise with the Company’s site representative as to how the clearance is to be continued.

6.12 The Buyer shall ensure that it safely and lawfully detaches any Lot fixed to land or buildings and may not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company.

6.13 The Company shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unseemly manner. In the event of such occurrence, the Buyer must liaise with the Company’s site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 7 and the Company shall have no liability in this regard.

6.14 Existing gas, water and electricity services and any other services and the responsibility of the Buyer and MUST be removed from the Location strictly in accordance with any applicable statutory requirements.

6.15 Any fluids, gases and/or waste remaining in plant and machinery are the responsibility of the Buyer and MUST be removed from the Location strictly in accordance with any applicable statutory requirements.
Unless otherwise agreed, all Lots are sold on the understanding that the Seller does not represent that the Lot is in a condition which makes that Lot suitable for domestic use.

It is the Buyer’s responsibility to ensure that the removal contractor is responsible for the removal of the Lot (i.e., Police, Ministry of Transport, Local Authority) to transport off site long/ wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.

The Buyer must ensure that:

6.18.1 It undertakes any waste removal by use of an approved and licensed contractor who must dispose of such waste at an approved waste management site; and

6.18.2 If required by the Company, it satisfies the Company’s waste removal procedures.

7. Removal of Lots – Statutory Compliance

7.1 When removing any Lot from the Location the Buyer shall ensure that it is removed by a contractor or licensed removal contractor who is not an employee, agent or representative of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall accrue to or be incurred by the Buyer.

7.2.1 Comply with all relevant Legislation including, but not limited to, the following:
- Environmental Protection Act 1990, the Control of Asbestos at Work Regulations 2002, the Control of Asbestos at Work Regulations 2012, the Asbestos (Information) Regulations, the Control of Substances Hazardous to Health Regulations 2002 (COSHH), the Road Vehicle (Construction and Use) Regulations 1986 and all other health and safety and environmental legislation in evidence at the time of the Sale;
- Provide to the Company a Risk Assessment & Method Statement complying with The Construction (Design & Management) Regulations 2015, COSHH or with any subsequent amendments thereof or such other legislation as shall from time to time be in force; and
- Where Legislation is advisory in nature, rather than mandatory, the Buyer must comply or cause to comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1989 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.

7.3 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee’s agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and with reference to the Sale. Any Lot sold is sold with all faults and the Buyer acknowledges and agrees that the Company is acting only as an agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall

9.2.7 Any indirect or consequential loss.

9.3 Subject to Condition 9.1, the Company’s total liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Conditions of Sale will be limited to the Buyer’s Premium paid to the Company.

9.4 Where applicable, the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Conditions of Sale.

10. Data Protection

Where the Buyer processes, receives or obtains any Personal Data in relation to the activity contemplated by the Conditions of Sale, the Buyer undertakes to comply with the Data Protection Act 2018 and any subsequent amendments thereof or any other applicable legislation, including the General Data Protection Regulation 2016.
fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.

12.7 The Buyer acknowledges and agrees that the Auctioneer does not represent any lot as being in a condition which makes it suitable for domestic use.

12.8 The Buyer acknowledges and agrees that the Auctioneer does not have nor professes to have any expert or other knowledge of any Lots sold.

12.9 The Buyer acknowledges and agrees that the Auctioneer is hereby excluded from any liability the Auctioneer might otherwise incur.

12.10 The Buyer acknowledges and agrees that no liability shall attach to the Auctioneer either in contract or in tort for loss of injury or damage legal or otherwise sustained by the Seller, any bidder, the Buyer or any other person by reason of any defect in any Lot sold, latent or otherwise, or any defect or danger of the premises where the Auction is held.

12.11 The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:

12.11.1 the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;

12.11.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;

12.11.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.

12.12 Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 12.12 does not apply to liability for death or personal injury.

13. Consumer Protection – this applies only where the Buyer is a Consumer

13.1 The Buyer acknowledges that a Sale by Auction of second-hand goods is not a consumer sale for the purposes of Part 1 of the Consumer Rights Act 2015, except as set out in Section 2 of the Act and the Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other Legislation.

13.2 The Buyer acknowledges that there are no cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 (the “Consumer Contracts Regulations”) in respect of goods sold at a Sale by Auction where the individual is provided with an opportunity to attend and inspect the goods in person as set out in clause 14.1.

13.3 Should it be the case that the Seller is not able to provide the Buyer with an opportunity to attend in person as set out in clause 14.1, the Buyer may exercise its rights in terms of the Consumer Contracts Regulations. For more information on how to exercise rights under Consumer Contracts Regulations, the Buyer may refer to the Company’s Compliance with Consumer Legislation Policy found at [Sanderson Weatherall Compliance Policy](#).

14. Entire Agreement

14.1 The parties agree that these General Conditions, the Special Conditions and the Catalogue constitute the entire agreement between them and supersedes all previous drafts agreements arrangements and understandings between them, whether oral or written.

15. Jurisdiction

15.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these General Conditions or its subject matter or formation (including non-contractual disputes or claim).
SPECIAL CONDITIONS OF SALE

Seller:
On the instructions of Broome Manor Golf Course and others.

Location:
Broome Manor Golf Course, 6 The Fairway, Swindon, SN3 1RG, UK.

https://w3w.co/blocks.tricks.stamp
This 3 word address refers to an exact 3m x 3m location. Tap the link or enter the 3 words into the free what3words app to find it.

Viewing:
From 10am to 4pm Tuesday 17 March 2020.

Access to the Location is allowed on the understanding that all persons attend the Location entirely at their own risk and are responsible for and will indemnify the Seller and the Company against any losses damage or claims occasioned by their presence at the Location.

Children under the age of 16 will not be allowed access to the Location.

Registration:
All bidders must register their details with the Company and provide identification where required. In the case of Live Auctions by way of the registration form provided at the Live Auction or in the Catalogue and in the case of Online Auctions, online at the Website www.bidspotter.co.uk and sw.co.uk/auctions

Administration Fee:
We reserve the right to charge a fee of £25.00 plus VAT to change name and address details on invoices. To avoid this fee please ensure that the information is correct at point of registration on Bidspotter.

Bidding:
The General Conditions and the Special Conditions apply to all Sales by way of Auction, private treaty and tender and in the case of any Bids placed by way of an Online Auction stress that all Bidders must read and understand Bidspotter’s terms and conditions of registration at www.bidspotter.co.uk and sw.co.uk/auctions.

At the close of the timed Online Auction Sale final Bid figures will be submitted to the Seller for its approval and any Bid shall be subject to approval and acceptance by the Company and/or the Seller. No Bid may be withdrawn and the Company/Seller does not bind himself to accept the highest Bid or any other Bid placed in the course of the Online Auction Sale.

Buyer’s Premium:
Buyers will pay a Buyer’s premium of 15% (plus VAT) of the purchase price for each Lot purchased whether by Auction or, private treaty or tender. The Buyer’s Premium is payable by the Buyer to the Company in accordance with the General Conditions and, for the avoidance of doubt is payable in addition to the purchase price for the Lot. The Buyer’s Premium is not negotiable and is payable by all Buyers.

Deposit:
Buyers shall pay a deposit of 25% (plus VAT) of the purchase price for each Lot purchased as requested by the Company pursuant to the General Conditions and these Special Conditions.

Payment:
All Lots shall be paid for in full within 48 hours (two working days) of the invoice date and shall be at the Buyer’s risk immediately upon the conclusion of the sale.

Telegraphic Transfer - Bank details for telegraphic transfer:
Account: Sanderson Weatherall LLP
Bank: Allied Irish Bank (UK) plc, Vantage Point, Hardman Street, Spinningfields, Manchester
Sort Code: 23-83-96
Account Number: 03526066
SWIFT CODE – AIBKGB2L
IBANGB28AIBK23839603526066
Cash - In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.
Bankers Draft/ Cheques: (made payable to Sanderson Weatherall LLP) will only be accepted on the basis that any Lots are not removed until cleared funds are in the Company's client account.

Debit Cards: The Company accepts debit cards for payment of invoices (maximum £2,500). The Company does not accept credit cards for payment of invoices.

All sums payable under the General Conditions and these Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company.

Registrations / Licenses / Transfer Fees:

Purchaser is responsible for ongoing / transfer costs.

Clearance:

All lots must be cleared without fail by 4pm WEDNESDAY 25 MARCH 2020, such date and time being the Clearance Date and Time as referred to in the General Conditions, REMOVAL OF ALL LOTS WILL BE STRICTLY BY APPOINTMENT, please see the Company's invoice for contact details.

Collection from site is the Buyer's responsibility, the Company/Seller do not provide a packing/ delivery service.

Reserve Removal:

Lots sold subject to a reserve removal will either be indicated in the Catalogue with the date of availability or will be identified by the Auctioneer at the point of Sale. A Deposit will be payable as with other lots but in this instance payment in full can be left until five (5) working days prior to availability. Unless specified to the contrary such Lots must be removed from the Location not later than the Clearance Date and Time specified for final removal in these Special Conditions.

Fire Alarm:

In case of a fire alarm all visitors and contractors are to exit buildings and report to the Muster Point.

Smoking:

No smoking on site. Food and Drink is only to be consumed in designated areas.

Safety:

All persons including Buyers, their employees, agents, representatives and contractors are reminded that they are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing as appropriate.

Finance:

If Buyers wish to purchase Lots with the help of a finance company they should make arrangements well in advance of the Sale to ensure that they are able to make payment in accordance with the General Conditions.

Overseas Buyers:

Overseas Buyers should ensure that the country to which the items are destined: -

- holds no import restrictions on the goods to be purchased;
- has no import licence restrictions or a restriction on currency allocation;
- has no prolonged inspection procedure which might cause excess delay or refusal in allowing your goods to be imported.

Overseas Buyers will receive a fully descriptive invoice in order that they may arrange payment as soon as possible with the Company’s bank, Allied Irish Bank (UK) Plc, Vantage Point, Hardman Street, Spinningfields, Manchester.

Overseas Buyers should employ a suitable freight forwarding organisation. Please note that many of the machinery removal companies in the United Kingdom are not necessarily freight forwarders. The [Seller and/or Company] will be pleased to advise accordingly.

The Company makes no representation and accepts no liability whatsoever to any Buyer in respect of the issuance or validity of any exportation or importation permits or the existence and exercise of exportation or importation regulations or any compulsory purchasing regimes.

VAT Payments and Returns:

All overseas Buyers (EU and non-EU) will be charged VAT at the current rate on each Lot purchased. This will be refunded to the overseas Buyer as soon as the Seller receives a copy of the bill of lading as proof of export, providing this documentation is received within 3 months of the sale date. The Seller is unable to refund the VAT on the Buyer’s Premium to non-EU countries.

V.14.02.20
Lot Description
All lots are sold as seen and where lying. It is assumed that all bidders have viewed lots to their satisfaction prior to bidding. No allowance of any kind whatsoever will be made as a result of failure to view. We strongly advise bidders not to bid on any lot if they have not viewed to their satisfaction first. Our descriptions and photographs are not sufficient to wholly rely upon for the purposes of bidding.

1. TYM NCT430 DIESEL TRACTOR, identification number 43NC Z03 00036, year of manufacture 2001, total permissible mass 3680kg, indicated hours 2169 (at time of listing).

2. Ford New Holland TN75D DIESEL TRACTOR (ref. 2042), registration no. WU52 GZG, year of manufacture 2002, indicated hours 4130 (at time of listing).

3. John Deere F269 Diesel Tractor, indicated hours 5122 (at time of listing).

4. Jacobson TR3 Seven Bladed Diesel Cylinder Triple Mower, mower approx. 2m wide.

5. Jacobson Eclipse 332 11 BLADED DIESEL CYLINDER MOWER, serial no. 062825, 722.3kg, 9.3kW, 1664 hours (at time of listing), mower approx. 1.8m wide.

6. Toro Greenmower 3150 11 Bladed Petrol Cylinder Mower, serial no. 25000115, indicated hours 1974 (at time of listing), mower approx. 1.85m wide.


8. Ifor Williams TT856 Tandem Axle Tipper Trailer, 2600kg, identification no. SCK4000000V021455, approx. 2.5m x 1.6m.

9. Bateson Tandem Axle Tilt Trailer, VIN. SB43ABXSSG23777, year of manufacture 1999, 2600kg, approx. 4.3m x 2m.

10. Wiedenmann Whisper Twister Leaf Blower, identification no. 4602 AC 1410, year of manufacture 2013, 163kg gross weight.

11. Rotomec Bat-Wing Rotary Mower Trailer, each mower approx. 800mm wide.

12. Steel Framed Workbench, with fitted Record No. 3 4in. bench vice, bench approx. 1.8m x 800mm.

13. Titan FM1300 Plastic Bunded Fuel Storage Tank, 1300 litres, approx. 1960mm x 1250mm x 1850mm, with pump, automatic nozzle and flow meter (door known to require attention).


15. Four Galaxy Turf Special Floatation Tractor Tyres, as set out against wall (understood to be for a TN75D tractor).


17. Hydrovar XYLEM Irrigation Pump, with Lowara fitted electric motor, 440V (no plug).

18. Mountain Top Rail Toyota Hilux Double Cab Roof Rack.