

CONDITIONS OF SALE Standard conditions for sale of goods by tender / private treaty / on-line auction-style sales

<p>1. Definitions "We" or "Us" or "Our" 5017249)</p> <p>"Business" "Buyer"</p> <p>"Buyer's Email Address"</p> <p>"Completion Date" "Contract"</p> <p>"Customers" "Customer Data"</p> <p>"Customer Database"</p> <p>"Data Controller" "Data Employees"</p> <p>"Data Protection Legislation"</p> <p>"Employees"</p> <p>"Employee Data"</p> <p>"Employee Database"</p> <p>"Expenses"</p> <p>"Goods"</p> <p>"GDPR"</p> <p>"Vendor"</p> <p>"Vendor's Records"</p> <p>"Website"</p> <p>2. Application of Terms 2.1</p> <p>2.2</p> <p>3. Our Capacity</p> <p>4. Buyer's Obligations to Inspect</p> <p>5. Exclusion of Liability 5.1</p> <p>5.2</p>	<p>means JPS (Surveyors) Limited (Company Number 5017249)</p> <p>whose registered office is WORTH House, Unit 32, Stanley Road, Whitefield, Manchester, M45 8QX;</p> <p>Means the business of the Vendor means the person firm or company who purchases the Goods from Us;</p> <p>means the email address that the Buyer uses when confirming the purchase on the Website.</p> <p>the date of Our invoice.</p> <p>means any contract between the Vendor acting by Us (as agents only) and the Buyer for the sale and purchase of the Goods, incorporating these Conditions; the customers and former customers of the Business.</p> <p>the personal data (as defined article 4(1) of the GDPR) of Customers which form part of the Customer Database.</p> <p>the database owned by the Vendor for the purpose of providing [products and/or services] to Customers.</p> <p>as defined in article 4(7) of the GDPR</p> <p>the Employees and all persons formerly employed by the Vendor in the Business at any time before the Completion Date.</p> <p>the UK Data Protection Legislation and (for so long as and to the extent that the law of the EU has legal effect in the UK, whether by means of the Data Protection Act 1998 or otherwise) the GDPR and any other directly applicable EU regulation relating to data protection and privacy.</p> <p>all persons employed by the Vendor in the Business as at the Completion Date</p> <p>the personal data (as defined in article 4(1) of the GDPR) of the Data Employees which form part of the Employee Database.</p> <p>the database owned by the Vendor in connection with the Data Employees.</p> <p>means in relation to the sale of any Goods, Our charges and expenses, including but not limited to legal expenses, charges for insurance, listing fees, customs duties, packing or shipping costs, taxes, costs of testing, searches or enquiries relating to any Goods or costs of collection from a defaulting Buyer plus an amount in lieu of VAT if applicable on any expense incurred.</p> <p>means any goods agreed in the Contract to be supplied to the Buyer by the Vendor (including any parts or parts of them);</p> <p>the General Data Protection Regulation ((EU) 2016/679).</p> <p>means the person(s), firm or corporation from or through whom instructions for sale of the Goods have been received by the Auctioneers;</p> <p>means the books, accounts, lists of clients, Customers and suppliers (including the Customer Database), credit reports, cost records, work tickets, and all the other documents, papers and records (including the Employee Database) however stored of the Vendor relating to the Business, Employees or any of the assets of the Business.</p> <p>www.assettrail.com or such other website that you are directed to that is managed by us;</p> <p>The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or any other document.)</p> <p>Nothing in this clause 2 operates to limit or exclude any liability for fraud.</p> <p>We sell as agents only for the Vendor (except where they are stated wholly or partly to own any Goods as principal) and as such are not responsible for any default by the Vendor or the Buyer.</p> <p>All Goods are sold with all faults and imperfections and errors of description. Illustrations in catalogues are for general identification only. Buyers should satisfy themselves prior to the purchase as to the condition of the Goods. Any statement by Us as to the Goods is a statement of opinion only and every person should rely on his own judgement as to all matters affecting the Goods.</p> <p>Neither Us nor the Vendor of any Goods, Our/ their servants or agents is responsible for errors of description or for the authenticity of any Goods or for any misstatement as to any matter affecting the Goods. Neither Us nor the Vendor of any Goods, Our/their servants or agents makes or gives, nor has any person in Our employment any authority to make or give, any representation or warranty in relation to any Goods and save as precluded by law any implied conditions or warranties are excluded.</p> <p>For the avoidance of doubt, no Goods (the nature of which are motor vehicles) are warranted or held out to be road worthy and save as</p>	<p>5.3</p> <p>5.4</p> <p>5.5</p> <p>5.6</p> <p>5.7</p> <p>6. Limitation on claims</p> <p>7. Sale by Online Auction-Style Listings 7.1</p> <p>7.1.2</p> <p>7.1.3</p> <p>8. Sale of Goods by private treaty</p> <p>9. Terms of Payment</p> <p>10. Remedies for non-payment 10.1</p> <p>10.1.1</p> <p>10.1.2</p> <p>10.1.3</p> <p>10.1.4</p> <p>10.1.5</p> <p>10.1.6</p> <p>10.1.7</p> <p>10.1.8</p> <p>10.1.9</p>
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at the sole risk and expense of the Buyer.

11. Risk and Title

11.1 The Goods shall be at the Buyer's risk from the date of the Our invoice.
11.2 Ownership of the Goods shall not pass to the Buyer until We have received in full (cash or cleared funds), all sums due to it in respect of the Goods; and
11.2.1 all the other sums which are or which become due to Us from the Buyer on any account.
11.3 No warranty is given by Us that the Vendor owns or is entitled to pass good title to any lot.

12. Collection or Delivery

12.1 Subject to clause 12.2 We will deliver the Goods to the Buyer to the address provided by the Buyer following receipt in full (cash or cleared funds) all sums due in respect of:

12.1.1 the Goods;
12.2.2 any applicable delivery charges as set out in our listing;
12.2 It might not be possible for us to deliver to some locations (as maybe referred to in the listing) in which event unless the Buyer arranges to collect the Goods from Us within 7 days of payment We reserve the right to cancel the contract between us. The Buyer shall not remove any Goods at the time of sale until such time as payment of the total purchase price has been made in full in accordance with Clause 9 above.

12.3 Failure to remove the Goods by the specified date in accordance with Clause 12.2 above will result in the Buyer being liable for storage or removal charges whether or not the Goods have been paid for and We shall be entitled to pursue, inter alia, any of the action set out at clause 10 above.

13. Purchase of Motor Vehicle

The Buyer of any motor vehicle is responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.

14. Health and Safety At Work Etc Act 1974

14.1 Its is expressly brought to the Buyer's attention that at the time of sale any items of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. A Buyer of any such plant, machinery or equipment is hereunder required to ensure that the use of the same at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.

14.2 certain types of plant, or main service installations could contain blue and white asbestos, dangerous chemicals etc, which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work etc Act 1974 or any other current legislation covering the use of such substances in a working environment.

15. Data Protection

15.1 The Buyer undertakes that, on receipt of the Customer Database and Employee Database on the Completion Date:

15.1.1 it shall duly observe all its obligations as a Data Controller under the Data Protection Legislation which arise in connection with processing Customer Data and Employee Data;

15.1.2 it shall comply with the seven principles relating to processing of personal data set out in Article 5(1) of the GDPR, and in particular shall process Customer Data and Employee Data in accordance with the 'lawfulness, fairness and transparency' principle, for the purpose of the continued provision of details of the [product(s)] [and] [services] to the Customers and in connection with the employment of the Data Employees and in accordance with the terms and conditions set out in this agreement;

15.1.3 it shall send a privacy notice to each Customer and Data Employee identified in the Customer Database and Employee Database in the form set out in the schedule to these Conditions within 7 Business Days of the Completion Date;

15.1.4 it shall respond to any request made by a Customer or Data Employee in relation to the provision of details of the [product(s)] [and] [services] in accordance with the rights for the time being of data subjects; and

15.1.5 it shall obtain, and at all times maintain, a notification under the Data Protection Legislation appropriate to the performance of its obligations under this agreement.

15.2 The Buyer shall indemnify the Vendor against all losses suffered or incurred by the Vendor arising out of or in connection with processing the Customer Data or Employee Data by the Buyer, including those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with the data protection obligations set out in this Clause 15 or any part of the Data Protection Legislation by the Buyer, its employees, agents or sub-contractors.

16. Vendor's Records

16.1 From Completion, the Buyer shall make the Vendor's Records available for inspection by the Vendor and any insolvency office holder appointed in relation to the Vendor and their representatives and provide to them reasonable facilities during normal business hours to inspect and copy (at the Buyer's expense) the Vendor's Records.

16.2 The Buyer shall:
(a) keep the Vendor's Records in good order and in good and safe condition, and insured for their full value; and
(b) give the Vendor or any insolvency office holder appointed in relation to the Vendor not less than one month's prior notice of any intended disposal or destruction of all or any of them.

17. Right for Buyer to cancel Contract

17.1 If the sale is by private treaty and not an auction sale and the Buyer is a consumer then:

The Buyer may cancel the Contract with Us for the Goods at any time up

to the end of the seventh working day from the date the Buyer receives the Goods. The Buyer does not need to give Us any reason for cancelling the Contract nor will the Buyer have to pay any penalty.

17.2 The Buyer cannot cancel the Contract if the Goods are newspapers or magazines or if the Buyer has taken any audio or video recording or computer software out of the sealed package in which it was delivered to the Buyer.

17.3 To cancel the Contract the Buyer must notify us in writing.
17.4 If the Buyer has received the Goods before the Buyer cancels the Contract then unless

under clause 15.2 the Buyer does not have a right to cancel the Buyer must send the Goods back to Our contact address at the Buyer's own cost and risk. If the Buyer cancels the Contract but We have already processed the Goods for delivery the Buyer must not unpack the Goods when they are received and must send the Goods back to Us at our contact address at the Buyer's own cost and risk as soon as possible.

17.5 Once the Buyer has notified Us that the Buyer is cancelling the Contract, any sum debited to Us from the Buyer's credit card will be re-credited to the Buyer's account as soon as possible and in any event within 30 days of payment by the Buyer PROVIDED THAT the goods in question are returned by the Buyer and received by Us in the condition they were in when delivered to the Buyer. If the Buyer does not return the Goods delivered or does not pay the costs of delivery, We shall be entitled to deduct the direct costs of recovering the Goods from the amount to be re-credited to the Buyer.

18. Severability

In the event that any provisions of these Conditions should be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.

19. Jurisdiction

These conditions shall be governed by and construed in accordance with English law. All transactions to which these conditions apply and all connected matters shall also be governed by English Law.