

## GIVETOCHARITY

### Special Conditions of Sale at Auction:

The following conditions together with such other terms, conditions and notices as may be set out in any relevant catalogue apply to all sales by Give Now Limited at auction or to any retail sale. It is the intention of Give Now Limited that all terms between it and the Seller and the Buyer are contained in the Conditions. No alteration to the Conditions will be binding unless accepted by Give Now Limited in writing. The Conditions are subject to amendment by Give Now Limited provided it is reasonable for it to do so by the posting of notices or by oral announcement made by the Auctioneer prior to or during the sale. Nothing in the Conditions shall affect the statutory rights of a consumer.

#### 1. Definitions

In these Conditions:

- 1.1 "Auction" means the auction sale in respect of which a Lot is consigned for sale
- 1.2 "Auctioneer" means the representative of Give Now Limited conducting the Auction
- 1.3 "Give Now Limited" means Give Now Limited t/a GIVETOCHARITY
- 1.4 "Buyer" means the person to whom a Lot is knocked down by the Auctioneer
- 1.5 "Buy It Now" means a Lot sold by Give Now Limited on the Seller's behalf having a fixed price and sold in accordance with clause 12.2
- 1.6 "Catalogue" includes any advertisement, brochure, late entry list, estimate, price list or other publication
- 1.7 "Commission" means the percentage of the Hammer Price as agreed with the Buyer and Seller; where the seller is a Registered Charity or other such good cause as agreed by Give Now Limited there shall be no Commission charge to the Seller
- 1.8 "Expenses" in relation to the sale of any Lot means Give Now Limited charges and expenses for insurance, storage, illustrations, cataloguing costs, special advertising, packing, freight and any Published Charges of that Lot and any VAT thereon and any Encumbrance
- 1.9 "Encumbrance" means any encumbrance or security interest of any kind whatsoever including without limitation a mortgage, charge, pledge, lien, hypothecation, restriction, right to acquire, right or pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, equity, trust arrangement or any other type of preferential agreement (such as a retention of title arrangement) having similar effect or any other rights exercisable by or claims by third parties
- 1.10 "Hammer Price" means the price in pounds sterling which a Lot is knocked down by the Auctioneer
- 1.11 "Lot" means any item(s) consigned with the view to its or their sale at auction
- 1.12 "Motor Vehicle" means any item included or proposed to be included in a sale of motor vehicles

1.13 "Premium" means the percentage of the Hammer Price together with VAT thereon (where applicable) in accordance with the current charges displayed at the auction house.

1.14 "Provisionally Sold" means the allocation by the Auction under Condition 12.1

1.15 "Published Charges" means such charges from time to time published by Give Now Limited

1.16 "Purchase Price" means the Hammer Price together with VAT thereon (where applicable), the Premium and any additional charges or Expenses due from any Buyer under Condition 22

1.17 "Reserve" means the minimum Hammer Price agreed between Give Now Limited and the Seller at which a Lot may be sold, subject always to the Auctioneer 10% Discretion

1.18 "Sale Proceeds" means the net amount due to the Seller being the Hammer Price less the Seller's Commission, any VAT thereon, Expenses and any other amount due to Give Now Limited from the Seller

1.19 "Seller" means the person who offers the Lot for sale

1.20 "Seller's Commission" shall have the definition given in Condition 9

1.21 "VAT" means Value Added Tax applicable at the prevailing rate from time to time

## 2 Give Now Limited as Agent:

Give Now Limited sells as agent for the Seller (except where it is expressly stated to be selling as principal) and is not liable for any act or default by the Seller or the Buyer.

## 3 Give Now Limited Discretion:

3.1 Give Now Limited has the right at its sole discretion to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot and, in the case of dispute, to put any Lot up for auction again.

3.2 If Give Now Limited is notified about the Seller's alleged breach of any of the Conditions before it has remitted the Sale Proceeds, it may at its sole discretion, withhold payment until that dispute is resolved. Give Now Limited may, however, deduct any sums that are due to it from the sum held.

## 4 Loss or Injury:

Give Now Limited shall be under no liability for any injury, damage or loss sustained by any person while on Give Now Limited' premises (including any premises where a sale may be conducted or where a Lot, or a part of a Lot may be on view from time to time) except for death or personal injury caused by the negligence of Give Now Limited or its employees and agents in the ordinary course of their duties to Give Now Limited.

## 5 Governing Law:

All transactions to which the Conditions apply shall be governed by English Law and Give Now Limited, the Seller and the Buyer hereby submit to the exclusive jurisdiction of the English Courts.

## 6 Notices:

6.1 Any notice by Give Now Limited to a Seller, Buyer or any other person or by the Seller, Buyer or any other person to Give Now Limited may be delivered by hand or sent by first class mail or airmail and shall be deemed to have been duly received:

6.1.1. If hand-delivered, at the time of delivery;

6.1.2. If sent by mail, two days after the date of posting if posted to an address within the country of posting and seven days after the date of posting if posted to an address within a country outside the country of posting.

6.1.3. In proving service by delivery:-

6.1.3.1. By hand, it shall be necessary only to produce a receipt for the notice signed by or on behalf of the addressee;

6.1.3.2. By post, it shall be necessary only to prove that the notice was contained in a pre-paid envelope which was duly addressed and posted first class.

6.2 Give Now Limited do not accept service of any notice by facsimile or email.

## SELLER'S CONDITIONS

### 7 Warranty by Seller:

7.1 The Seller warrants to Give Now Limited in the terms of sub-paragraphs 7.1.1 to 7.1.5 below and to the Buyer in the terms of subparagraphs 7.1.1, 7.1.4 and 7.1.5 below that:

7.1.1 The Seller is the owner of the Lot or is properly authorised to sell the Lot by the owner and is able to sell the Lot with full title guarantee free from all encumbrance;

7.1.2 Unless Give Now Limited is notified in writing, any Motor Vehicle may lawfully be used on a road and complies with all statutory provisions and that there is in force any test certificate required by law in relation to such use or the Seller has notified Give Now Limited in writing that the Motor Vehicle cannot lawfully be used on a road;

7.1.3 The Seller has notified Give Now Limited in writing of any material alterations to the Lot of which the Seller is aware and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Lot and has provided Give Now Limited with all such information in the Seller's possession;

7.1.4 The Seller has complied with all requirements relating to any export or import of the Lot and has notified Give Now Limited in writing of any failure to comply with such requirements by the Seller or any previous owner of the Lot;

7.1.5 The Seller shall indemnify Give Now Limited and the Buyer against all losses, expenses or other costs which are caused by the Seller's breach of any obligation of the Seller under the Conditions;

7.2 The Seller warrants that the information about the Lot given to Give Now Limited, and statements made about it, are true. In the event of a Motor Vehicle which is discovered not to be in the state in which the Seller represented to Give Now Limited that it was, Give Now Limited may at its absolute discretion whether before or after the Lot has sold, carry out such work to the Motor Vehicle as is necessary to put into the state that the Seller represented it to be and shall deduct the cost of such work from any sums due to the Seller.

### 8 Reserves:

8.1 All Lots will be sold without Reserve unless a Reserve has been agreed by Give Now Limited in writing.

8.2 Where a Reserve has been agreed, only Give Now Limited may bid on behalf of the Seller. If the Seller makes such bid, then the Auctioneer may knock the Lot down to the Seller without observing any Reserve and the Seller shall pay to Give Now Limited the Buyer's Premium in addition to the Seller's Commission and Expenses.

8.3 Where a Reserve is agreed but not attained the Auctioneer may allocate the Lot as being Provisionally Sold and clause 12.1 shall operate

8.4 Where no Reserve has been placed, the Seller may bid either personally or through the agency of any one person.

8.5 If no Reserve has been placed on a Lot, Give Now Limited shall in no way be held liable should the Lot be purchased for a price below any lowest estimated selling price of the Lot given in any Catalogue.

8.6 The seller reserves the right to bid through the auctioneer, acting as the sellers agent.

8.7 The sale is subject to a reserve price, at the discretion of the seller.

#### 9 Commission and Expenses:

9.1 Give Now Limited shall be entitled to deduct from the Hammer Price and retain the Commission plus VAT (where applicable) and Expenses and any other sums due from the Seller to Give Now Limited as agreed between Give Now Limited and the Seller.

9.3 Where the seller is a Registered Charity or other such good cause as agreed by Give Now Limited there shall be no Commission or Expenses or any other sums due from the Seller to Give Now Limited unless as agreed between Give Now Limited and the Seller.

9.3 The Seller acknowledges Give Now Limited right to retain the Premium payable by the Buyer in accordance with Condition 18.

#### 10 Photography and Illustrations:

The Seller permits Give Now Limited without payment to photograph and make illustrations of any Lot and to use at its discretion any photograph or illustration of or in respect of a Lot supplied by the Seller, whether or not in conjunction with the Auction. The copyright in all photographs taken and illustrations made of any Lot by or on behalf of Give Now Limited shall be the absolute property of Give Now Limited.

#### 11 Give Now Limited' Estimates and Descriptions:

11.1 Give Now Limited make no warranty or representation as to the anticipated or likely selling price of any Lot. Any estimate given by Give Now Limited, whether written or oral and whether or not printed in any Catalogue, as to the estimated selling price of any Lot is a statement of opinion only and may be subject to revision from time to time at Give Now Limited' sole discretion and should not be relied upon as an indication of the actual selling price. The vendor shall not be allowed to set the reserve above the lower estimate published in the catalogue, without the permission of Give Now Limited and the announcement of a revised estimate to suit this condition at the time of sale.

11.2 Give Now Limited shall not be liable to the Seller for any error or mis-statement in or omission from the description of any Lot in any Catalogue where:

11.2.1 Give Now Limited have been provided with such description by the Seller or any person on his behalf; or

11.2.2 Give Now Limited have provided the Seller with a copy of such description prior to publication of the Catalogue and neither the Seller nor any person on his behalf have notified Give Now Limited in writing within 7 days of any error or mis-statement in or omission from the description.

11.3 Give Now Limited has no duty to the Seller to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

## 12 Unsold Lots: Provisional Sales and Buy It Now:

12.1 Where the Lot has not reached its Reserve and the Auctioneer in his absolute discretion has allocated a Lot as Provisionally Sold to the highest bidder, Give Now Limited shall take steps to contact the Seller on the day of the Auction and agree with the highest bidder a price for the Lot and conclude a sale between the Seller and the highest bidder as agent for the Seller.

12.2 Where the Seller instructs Give Now Limited to sell the Lot for a fixed price, Give Now Limited shall allocate the Lot to its "Buy it Now" scheme and use its endeavours to sell the Lot on behalf of the Seller at the price sought by the Seller together with Premium thereon and the Buyer's attention is specifically drawn to the terms contained in the "Buy It Now" Catalogue.

12.3. Any sale by private treaty shall be subject to the Conditions or to commission and expenses as if it had been sold by Auction.

## 13 Insurance:

13.1 The Lot shall at all times remain at the risk of the Seller until ownership of the Lot passes from the Seller under these Conditions.

13.2 Give Now Limited will not be responsible for any damage to or the loss or the destruction of a Lot unless caused by the negligence of Give Now Limited, its employees or agents in the ordinary course of their duties to Give Now Limited and the Seller will indemnify Give Now Limited against all claims and proceedings brought against Give Now Limited in respect of any loss or damage to the Lot.

13.3 Give Now Limited will not be liable for any injury, loss or damage caused by any Lot unless caused by the negligence of Give Now Limited, its employees or agents in the ordinary course of their duties to Give Now Limited or by the Seller who will indemnify Give Now Limited against all claims and proceedings brought against Give Now Limited in respect of such injury, loss or damage.

## 14 Payment of Sale Proceeds:

14.1 Where the Lot is not subject to any Encumbrance Give Now Limited shall pay the Sale Proceeds to the Seller or it's nominated Charity or good cause not later than 28 working days after the Auction providing that the Purchase Price has been received in full by Give Now Limited, but where the Lot is subject to any Encumbrance Give Now Limited shall discharge such of the Encumbrance from the Sale Proceeds and shall pay the net Sale Proceeds (if any) not later than 14 days from the date on which Give Now Limited receives a certificate of discharge from the Encumbrancer.

14.2 Unless an alternative method of payment has been agreed by Give Now Limited in writing, payment shall be made to the Seller or it's nominated Charity or good cause by bank transfer.

14.3 If the Purchase Price has not been received in full by Give Now Limited within the time specified in Condition 14.1 Give Now Limited will pay the Sale Proceeds to the Seller or it's nominated Charity or good cause within five working days after the date on which the Purchase Price is received in clear funds from the Buyer.

14.4 Give Now Limited reserves the right in the case of a Motor Vehicle not to remit the Sale Proceeds to the Seller or it's nominated Charity or good cause unless the Seller has deposited with Give Now Limited the V5 or V5C registration document in the case of a UK registered vehicle or, in the case of a non-UK registered vehicle, the appropriate documents of title relevant and appropriate to the country of registration of the vehicle, and any other documentation relating to the vehicle in the Seller's possession or control which he agreed with Give Now Limited to supply.

14.5 If the Buyer fails to pay the Purchase Price within 14 days of the Auction, Give Now Limited will notify the Seller who may instruct Give Now Limited as to the appropriate course of action. Give Now Limited will endeavour to assist the Seller but Give Now Limited shall be under no obligation to institute proceedings in its own name.

14.6 In the absence of any written instructions from the Seller to Give Now Limited within 7 days of Give Now Limited having notified the Seller under 14.5 above then Give Now Limited shall be entitled to do any of the following :-

14.6.1 To agree terms for the payment of the Purchase Price;

14.6.2 To remove, store and insure the Lot;

14.6.3 To settle claims and/or proceedings made by or against the Buyer on such terms as Give Now Limited shall at its absolute discretion think fit;

14.6.4 To take such steps as Give Now Limited shall at its absolute discretion consider necessary to collect the monies due from the Buyer;

14.6.5 Where appropriate to rescind the sale and refund any monies to the Buyer;

14.6.6 To offer the Lot for re-sale, by Auction or private treaty, with or without Reserve;

14.6.7 Where appropriate to rescind the contract with the Buyer and to purchase the Lot itself. If it does so, property in the Lot shall pass to Give Now Limited on its election and Give Now Limited shall remit the Purchase Price within fourteen days of its election less the commission and Expenses or sums due to Give Now Limited which would have been payable had the contract not been rescinded;

14.6.8 To appoint a solicitor and/or other agent to pursue any of the courses of action referred to in sub-paragraphs 14.6.1 to 14.6.2 above and the Seller authorises Give Now Limited to take any of the courses referred to in this Condition, including the issue and prosecution of proceedings on the Seller's behalf.

14.7. Any monies recovered by and paid to Give Now Limited in consequence of Give Now Limited taking one or more of the steps referred to in Condition 14.6 shall be applied to the payment of:

14.7.1 Legal or other costs incurred by Give Now Limited in connection with such steps; and then

14.7.2 Expenses; and then

14.7.3 The Buyer's Premium and the Seller's Commission on the sale of the Lot;

14.7.4 Any balance remaining shall be paid by Give Now Limited to the Seller (or, if appropriate, the Buyer). In the event that there shall be a shortfall, any such shall be made good by the Seller to Give Now Limited on demand.

14.8. In the event that within 7 days of receipt of the notice referred to in Condition 14.6 the Seller informs Give Now Limited that he wishes to take re-delivery of the Lot, he shall be entitled to do so but only upon prior payment of all commissions earned by Give Now Limited on the sale of the Lot together with Expenses and all legal and other costs incurred by Give Now Limited so as to provide Give Now Limited with a full indemnity.

14.9. Give Now Limited may withhold any monies due to the Seller and rescind the Sale if, in Give Now Limited opinion, the Buyer is not believed to be a bona fide Buyer and incapable of making a contract i.e. not being sound of mind, in collusion with the Seller or under the influence of drugs or drink etc.

#### 15. Withdrawal Fees:

15.1 The Seller may by notice in writing to Give Now Limited withdraw the Lot from the Auction. If the Seller does so prior to the publication of the Catalogue, he shall be liable to pay Give Now Limited 18% or an amount equal to the commission Give Now Limited would have received from the Seller if less than 18% of the estimated value of the Lot. The estimated value shall be the higher of:

15.1.1 The Seller's estimate of value as previously notified to Give Now Limited or, if more than one figure, the highest figure or, if none;

15.1.2 The value estimated in the Catalogue, or if more than one figure is given, the highest figure;

15.1.3 Plus in either case VAT on such fee and expenses.

15.2 A fee equal to the commission referred to in 15.1 above plus an amount equivalent to the Buyer's commission and VAT and Expenses will be charged if the Lot is withdrawn after a Catalogue referring to the Lot shall have been published.

15.3. In the event that the Seller withdraws the Lot from the Auction, the Seller shall arrange for collection and removal of the Lot at his own expense within two working days after the date of withdrawal provided that the Seller may not collect the Lot unless and until any withdrawal fee payable under Conditions 15.1 and 15.2 shall have been paid in full.

15.4. If Give Now Limited has reasonable cause for believing that either the Seller is in breach of any one or more of the warranties set out in Condition 7 or Give Now Limited and/or the Seller may be restrained by Order of any Court or other competent authority from selling the Lot, Give Now Limited may by giving notice in writing to the Seller decline to sell the Lot and Conditions 15.1, 15.2 and 15.3 above shall apply as if the notice from Give Now Limited were a withdrawal of the Lot by the Seller.

15.5. The Seller shall reimburse to Give Now Limited any legal or other costs reasonably incurred by it in investigating any claim concerning the ownership of a Lot and/or the Seller's right to sell the Lot, the accuracy of the description of the Lot contained in the Catalogue or in defending any claim relating thereto and Give Now Limited shall be entitled to withhold the amount of such costs from any payment due to be made to the Seller in accordance with Condition 14.

15.6. Give Now Limited may set off any monies due to it from the Seller, including without limitation withdrawal fees and any costs incurred by it under Condition 15 against any sale proceeds due to the

Seller to the Seller or its nominated Charity or good cause in respect of the same or any other Lot deposited with Give Now Limited by the Seller.

#### 16. Removal and Storage:

16.1. The Seller shall arrange for the removal of any unsold lot by noon the third day following the Auction or by such other time as agreed by Give Now Limited.

16.2. Failure to remove any unsold lot pursuant to Condition 16.1 above will entitle Give Now Limited to charge the Seller any removal, storage, insurance and other expenses in accordance with the Published Charges.

16.3. If within 28 days after the Auction the Seller fails to give instructions to Give Now Limited regarding the disposal of the lot, Give Now Limited shall have the exclusive right to sell the Lot by private treaty and to deduct from the sale price any sums owing to Give Now Limited or by Auction without reserve and to deduct from the Hammer Price any sums owing to Give Now Limited.

#### THE BUYER'S CONDITIONS

#### 17. The Buyer:

17.1. The Buyer shall be the highest bidder at the Hammer Price. Any dispute as to any bid shall be settled by the Auctioneer at his absolute discretion.

17.2 Where the Auctioneer declares a lot to be "Provisionally Sold" the Buyer makes an irrevocable invitation to treat with the Seller and in such circumstances the Seller accepts the bid made by the Buyer the contract of sale is made on the Seller's acceptance of the Buyer's bid, otherwise Give Now Limited shall take steps to contact the Seller on the day of the Auction and agree with the highest bidder a price for the Lot and conclude a sale between the Seller and the highest bidder as agent for the Seller.

17.3. Every bidder shall be deemed to act as principal unless prior to the commencement of the Auction there is a written acceptance by Give Now Limited that a bidder acts as agent on behalf of the named principal.

17.4. No person shall be entitled to bid at the Auction without first having completed and delivered to Give Now Limited a bidder's registration form together with such deposit as may from time to time be required by Give Now Limited details of which are published on the day of the Auction.

#### 18. Premium:

The Buyer shall pay Give Now Limited the Premium and the Buyer acknowledges that Give Now Limited may also receive the Seller's Commission due to Give Now Limited under Condition 9.

#### 19. Value Added Tax:

19.1 VAT payable by the Buyer (where applicable) on the Hammer Price may be refundable by H.M. Customs and Excise on proof of export. Give Now Limited makes no warranties in this regard.

19.2 Lots marked [§] are sold subject to VAT on the Hammer Price and where the Lot is so marked the Premium will be calculated as a percentage of the Hammer Price plus VAT.

## 20. Payment:

20.1 Save where the Auctioneer declares a Lot "Provisionally Sold", a contract of sale is made between the Seller and the Buyer on the acceptance of a bid by the fall of the Auctioneer's hammer. Give Now Limited is not a party to the contract of sale and has no liability for any act or default by the Seller or the Buyer.

20.2 Immediately a Lot is sold, the Buyer shall:-

20.2.1 Give to Give Now Limited his name and address and, if so requested, proof of identity if he has not already done so; and

20.2.2 Pay to Give Now Limited the Purchase Price unless credit terms have been agreed with Give Now Limited in writing before the Auction.

20.3. Full payment for all Lots must be made to Give Now Limited in pounds' sterling or the currency in which the sale was conducted by means of bank transfer, cash, debit or credit card, cheque or bankers draft. Where the Buyer wishes to pay by Bank Transfer, the Lot will not be released until the payment has been received into Give Now Limited' account. Cash payments are subject to a limit of £7,500 for all purchases made in this auction. Total cash payments to Give Now Limited from any customer cannot exceed a Sterling equivalent of EUR9,999 in any single or series of related or linked transactions within a 90 day rolling period. Where the Buyer wishes to pay by cheque or bankers draft and Give Now Limited has agreed that the Buyer may do so, the Lot will not be released until the cheque / bankers draft has been cleared. Where the Buyer wishes to pay by cash or credit card a fee may be payable as detailed in the Published Charges.

20.4. No Lot may be collected until the Purchase Price has been received by Give Now Limited and payments by a Buyer to Give Now Limited may be applied by Give Now Limited towards any sums due from that Buyer to Give Now Limited on any account whatsoever notwithstanding any directions to the contrary by the Buyer or his agent whether express or implied.

20.5. The ownership of the Lot will pass to the Buyer only when the Purchase Price in cleared funds has been received by Give Now Limited.

20.6 Immediately a Lot is sold the risk shall pass to the Buyer notwithstanding that possession will not be given and ownership will not pass to the Buyer before payment of the Purchase Price and Give Now Limited will not be responsible for any damage to or the loss or the destruction of the Lot or any injury, loss or damage caused by the Lot unless caused by the negligence of Give Now Limited, its employees or agents in the ordinary course of their duties to Give Now Limited and the Buyer will indemnify Give Now Limited against all claims and proceedings brought against Give Now Limited in respect of any loss or damage to the Lot or injury, loss or damage caused by it.

## 21. Removal of Purchases:

21.1 The Buyer shall, at his own expense, remove the Lot purchased by noon the third day following the Auction or by such other time as agreed by Give Now Limited, but not before payment in full to Give Now Limited of the Purchase Price whether in respect of this or any other Lot.

21.2. The Buyer shall be responsible for all removals, storage, insurance and other charges on any Lot not taken away at the day and time specified in Condition 21.1 above.

## 22. Responsibility for Lots Purchased:

22.1 The Buyer will be responsible for loss or damages to a Lot purchased by him from the fall of the hammer and neither Give Now Limited nor its employees or agents shall be responsible for any loss or damage unless caused by the negligence of Give Now Limited, its employees or agents in the ordinary course of their duties to Give Now Limited whilst the Lot is in Give Now Limited custody or in its control.

22.2 It shall be the responsibility of the Buyer to ensure that any Motor Vehicle purchased at Auction complies with the appropriate statute or regulation for driving, using or transporting it and for ensuring that any necessary test certificate is in force.

22.3 The Buyer shall be responsible for all removals, storage, insurance and other charges on any Lot not taken away at the day and time specified in Condition 21.1 above.

## 23. Non-payment or Failure to Collect:

23.1 If the Purchase Price is not paid in full in accordance with the above conditions Give Now Limited, as the agent of the Seller shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following remedies:

23.1.1 To charge interest at a rate not exceeding 1.75% per month on so much of the total amount due as remains unpaid after the date and time referred to in condition 21.1;

23.1.2 To remove, store (either at Give Now Limited' premises or elsewhere) and insure the Lot at the expense of the defaulting Buyer;

23.1.3 To retain that or any Lot sold to the same Buyer at the same or any other auction and to release it only after payment of the total amount due;

23.1.4 To reject or disregard any bid or bids made by or on behalf of the defaulting Buyer at any future auction or to require payment of a deposit before any future bid made by or on behalf of that Buyer;

23.1.5 To apply any money due or to become due to the defaulting Buyer in or towards settlement of the total amount due and to exercise a lien on any property of the defaulting Buyer which is in Give Now Limited' possession for any purpose.

23.2 If the Buyer fails to make payment within 7 days after the date and time referred to in condition 21.1, Give Now Limited shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following additional remedies:

23.2.1 To proceed against the Buyer for damages for breach of contract;

23.2.2. To cancel the sale of that or any other Lot sold to the defaulting Buyer at the same or any other auction notwithstanding the total amount due in respect of such other Lot shall have been paid;

23.2.3 To re-sell the Lot or cause it to be re sold by public auction or private sale, and, if this results in a lower price being obtained, the defaulting Buyer shall pay to Give Now Limited any deficiency, together with re-sale costs and costs incurred in connection with the Buyer's failure to make payment and any surplus shall belong to the Seller.

23.3 If the Lot is not taken away on the date and time referred to in condition 21.1, whether or not the purchase price has been paid, Give Now Limited shall remove, store (either at Give Now Limited premises or elsewhere) and insure the Lot at the expense of the defaulting Buyer and only release the Lot after payment of the total amount due.

23.4 If the Buyer has paid for and fails to collect the Lot within 14 days after the date and time referred to in condition 21.1, Give Now Limited shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following additional remedies:

23.4.1 To cancel the sale of the Lot;

23.4.2 To re-sell the Lot or cause it to be re-sold by public auction or private sale and to set off the total amount due in respect of that Lot against the sale proceeds and any surplus shall belong to the defaulting Buyer.

24. Liability of Give Now Limited and the Seller:

24.1. Any Motor Vehicle is sold as a collector's item and not as a means of transport. Buyers are specifically warned that any Motor Vehicle sold as such may well have had parts replaced and paint renewed or be made up of parts from other vehicles the condition of which may be difficult to establish. Give Now Limited has to rely on information as to date, condition and authenticity provided by Sellers and does not, and cannot, undertake its own inspection of vehicles or other Lots to establish whether the vehicle or other Lot conforms to the description in the catalogue. It is the responsibility of the Buyer to carry out such inspection as he thinks necessary.

24.2. No warranty is given by Give Now Limited as to the accuracy of the description of any Lot in any Catalogue or any announcement made by the Auctioneer or as to the age, authenticity, suitability, provenance, attribution, origin, condition, fitness for purpose, merchantable or satisfactory quality of any Lot or roadworthiness of any Motor Vehicle.

24.3. In bidding for any Lot, the Buyer acknowledges that he does not rely on any representation made to him by Give Now Limited, its employees or agents unless such representation has been confirmed by Give Now Limited in writing prior to the Auction.

24.4. In any event :-

24.4.1 Give Now Limited shall only be liable for losses that are foreseeable; and

24.4.2 The maximum liability of Give Now Limited, its employees or agents to a Buyer shall be limited to the Hammer Price of the relevant Lot and the Buyer's Premium (if paid by the Buyer) and the maximum liability to the Seller to the Seller or its nominated Charity or good cause shall be the Sale Proceeds of the Lot.

25. Absentee Bids:

25.1 Whilst the interest of prospective buyers are best served by attendance at the Auction, Give Now Limited will if so instructed execute bids on behalf of prospective bidders provided that Give Now Limited is in receipt of a minimum 10% of the highest estimate the day before the date of the Auction. Give Now Limited, its agents or employees shall not be responsible for any default relating to telephone, fax or other absentee bids including without limitation any telecommunications fault or failure.

25.2 The Buyer acknowledges the right of Give Now Limited to record the telephone bids.

## MISCELLANEOUS:

26.1. The benefit and burden of the Conditions may not be assigned by the Seller or the Buyer without Give Now Limited's prior agreement in writing.

26.2. If any Condition or any part of any Condition shall be held to be unenforceable or invalid such unenforceability or invalidity shall not affect the enforceability and validity of the remaining conditions or the remainder of the relevant condition.

26.3. The headings and numbering used in the Conditions are for convenience only and shall not affect their interpretation.

26.4. Reference to the male gender shall be deemed to be a reference to male or female as appropriate.

26.5. Any concession or latitude allowed by Give Now Limited shall not affect Give Now Limited's rights under or release the Seller to the Buyer from liability in respect of the Conditions.

General Conditions of Sale (in addition and unless otherwise covered):

1. DEFINITIONS. In these Conditions Give Now Limited, who act only as Auctioneers and agents for the vendor, are called "The Auctioneers", and the representative of The Auctioneers conducting the Auction is called "The Auctioneer".

2. GENERAL. Whilst The Auctioneers make every effort to ensure the accuracy of their catalogue and the description of any lot

a) Each lot as set out in the catalogue or as divided or combined with any other lot or lots is sold by the Vendor with all faults, imperfections and errors of descriptions.

b) The Auctioneers do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot, unless they have been instructed in writing by the vendor so to certify, and in such case The Auctioneers do so as agents of the vendor and are not themselves responsible for such claims.

c) All statements, whether printed in the catalogue or made orally, as to any of the matters set out in b) above are statements of opinion only and are not to be taken as being or implying any warranties or representations of fact by The Auctioneers unless they have been instructed in writing by the vendors so to certify, and in such case the Auctioneers do so as agents of the vendor and are not themselves responsible for such claims.

d) Any claim under any Statute must be received in writing by the Auctioneer within seven days of the day of the sale.

3. THE AUCTION. The Auctioneer has absolute discretion to divide any lot, to combine any two or more lots, to withdraw any lot or lots from the sale, to refuse bids, regulate bidding or cancel the sale without in any case giving any reason or without previous notice. He may bid on behalf of the vendor for all goods which are being offered subject to reserve or at the Auctioneer's Discretion.

b) The highest bidder shall be the buyer except in the case of a dispute. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or to re-offer the lot. The Auctioneer may at his sole discretion determine the advance of bidding or refuse a bid.

c) Each lot is put up for sale subject to any reserve price placed by the vendor. Where there is no reserve price (but not otherwise), the seller has the right to bid either personally or by any one person (who may be the Auctioneer).

d) All conditions, notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum prior to any bid being accepted for the lot. Any information provided by The Auction or Auctioneer or its employees is for the convenience of bidders only and should not be relied upon.

4 RESCISSION. Notwithstanding any other terms of these Conditions, if within seven days after the sale The Auctioneers have received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery, and within fourteen days after such notification the buyer returns the same to the Auctioneers in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer, satisfies the Auctioneer that considered in the light of the entry in the catalogue the lot is a deliberate forgery, then the sale of the lot will be rescinded and the purchase price of the same refunded. In the event of a dispute then the matter shall be settled by arbitration, the arbitrator to be nominated by the President of the Royal Institution of Chartered Surveyors. Both the buyer and the vendor agree to be bound by the decision.

5 DEFAULT. The Auctioneers disclaim responsibility for default by either the buyer or the vendor because they act as agents for the vendor only and therefore do not pay out to the vendor until payment is received from the buyer. Instructions given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.

6 In the event of a sale by private treaty both the vendor and the buyer agree to be bound by the General and any Special Conditions of Sale.

#### VENDORS CONDITIONS:

7 INSTRUCTIONS: As the Auctioneers are auctioneers, all goods delivered to the Auctioneers' premises will be deemed to be delivered for sale by Auction unless otherwise stated in writing and will be catalogued and sold at the Auctioneers' discretion and accepted by the Auctioneers subject to all the Sale Conditions. By delivering the goods to the Auctioneers for inclusion in their auction sales each vendor acknowledges that he or she has accepted and agreed to be bound by all these conditions.

8 COLLECTION: The Auctioneers do not themselves usually undertake the collection of goods but will, if required in writing, instruct a contractor on the vendor's behalf in their capacity as agents. The Auctioneers disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods and for damage to premises caused by the contractor who should be insured for such risks. Unless instructions are received to the contrary, the charge for these services will be normally deducted from the proceeds of sale.

9. LOSS OR DAMAGE: The Auctioneers disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods unless caused by the direct negligence of their employees.

10. STORAGE: The Auctioneers reserve the right to store or arrange for the storage of goods delivered to them for sale either on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to their sale rooms without sufficient sale instructions and reserve the right to make a storage charge for such goods (unless the loss or damage is caused by the negligence of their employees)

11. RIGHT TO SELL: Vendors will be charged for goods left on the premises if the vendor has been requested to remove them and if the goods are not removed within seven days of such request the Auctioneers reserve the right to sell or dispose of the goods.

12. INSURANCE:

a) Unless otherwise instructed in writing, all goods on the Auctioneers' premises and in their custody will be held insured against risks of fire, theft following forcible entry and water damage (but not against accidental breakage or damage). The value of the goods so covered shall be the gross amount realised, or in the case of unsold lots, the best bid, or in the case of goods withdrawn or prior to a sale that which the specialised staff of the Auctioneers shall in their absolute discretion estimate to be the auction value of such goods.

b) The Auctioneers shall not be responsible for damage to or the loss, theft or destruction of any goods not so insured upon the owner's written instructions.

c) The Auctioneers shall not be responsible for accidental breakage, loss or damage however caused unless directly caused by the negligence of their employees.

d) In respect of any article delivered to the Auctioneers if the vendor has in force a policy or policies of insurance in which the article is specifically mentioned as being insured,

whether or not for an agreed sum or value, the vendor shall notify his insurers of and shall himself note the Auctioneers' interest as bailees in such policy or policies.

13 RESERVES:

a) All goods are put up for sale WITHOUT RESERVE at the Auctioneer's discretion unless written instructions as to reserves are received by the Auctioneers prior to the commencement of the sale.

b) In the event of any reserve price not being reached at auction, the Auctioneers are empowered to sell after the auction, by private treaty, at not less than the reserve price, as long as the goods remain on the Auctioneers' premises. In the event of such a sale by private treaty the Conditions of Sale applicable to a buyer governing the auction will apply.

14 INDEMNITY: The Vendor shall duly indemnify the Auctioneers against any claims in connection with any goods sold by the Auctioneers on the vendor's behalf.

15 VALUE ADDED TAX: A vendor who sends for sale by auction any chattel(s) which is an asset of his business must disclose to the Auctioneer whether or not he is a registered person for Value Added Tax purposes and, if so, his registered number and whether or not he intends to operate the special scheme covering works of art etc. This information must be supplied to the Auctioneer on or prior to delivery of the goods.

16 THE VENDOR: authorises the Auctioneers to deduct commission normally at the rate of 16%, except where the seller is a Registered Charity or other such good cause as agreed by Give Now Limited there shall be no Commission charge to the Seller, and expenses at the stated rates from the hammer price and acknowledges the Auctioneers' right to retain any premium payable by the purchaser.

17 RIGHTS TO PHOTOGRAPHS AND ILLUSTRATION: The vendor and the purchaser gives the Auctioneers full and absolute right to photograph and illustrate any lot placed in its hands for sale, or purchased, and to use such photographs and illustrations and any photographs provided by the vendor or purchaser at any time at its absolute discretion (whether or not in connection with the

auction). The Auctioneer reserves the right to make a charge for such photographs if used in any auction catalogue or similar sales literature.

#### BUYERS CONDITIONS:

18 INSPECTION: Each buyer by making a bid for a lot acknowledges that he has satisfied himself fully before bidding by inspection or otherwise as to all the Sale Conditions, the physical condition of, and description of the lot including but not restricted to whether the lot is damaged or has been repaired or restored.

19 PROPERTY AND RISK: Legal title will not pass to the buyer until the lot(s) has been paid in full and the Auctioneers shall be entitled to a lien on any lot until the purchase price (as defined in 22 below) is paid in full but each lot is at the sole risk of the buyer from the fall of the hammer. Each buyer shall forthwith give his full names and permanent address and if called upon to do so by the Auctioneer shall forthwith pay to the Auctioneers such proportion of the purchase price as the Auctioneer may require. If the buyer fails to do so, the lot may at the Auctioneer's sole discretion be put up and again re-sold.

20 Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by the Auctioneers that he acts as agent on behalf of a named principal.

#### 21 REMOVAL OF GOODS:

a) No purchase shall be claimed or removed until it has been fully paid for and the sale has been concluded. All purchases shall be paid for and removed at the buyer's risk and expense by the end of the sale day, failing which the Auctioneer shall not be responsible if the same are lost, stolen, damaged or destroyed and all lots not so removed shall remain at the risk of the buyer and subject to a warehousing charge. If they are not paid for and removed within seven days of the sale the Auctioneer may re-sell them by auction or privately without notice to the buyer. Any liability which there may be on the part of the Auctioneer in respect of any loss shall be restricted to a maximum of the price paid by the buyer of the lot.

b) In the event of any failure of the buyers to comply with any of the above conditions the damages recoverable by the seller or the Auctioneers from the defaulter shall include any loss arising on any re-sale of the lot, together with the charges and expenses in respect of both sales, and together with interest at 2% above, Barclays Bank Plc Base Rate upon the price of any lot which has not been paid for within 48 hours of the sale, and any money deposited in part payment shall be held by the Auctioneers on account of any liability of the defaulter to them or to the seller. The Auctioneers are unable to accept payment from successful bidders other than in cash or by the bidder's own cheque strictly by prior agreement with The Auctioneer, or acceptable credit or debit card (charges may apply). Cheques drawn by third parties, whether in the Auctioneers favour or requiring endorsement, cannot be accepted.

22 PURCHASE PRICE: The purchaser shall pay the hammer price together with a premium of 25% of the hammer price (adjusted for VAT as necessary). The premium attracts VAT at the standard rate and is payable by all purchasers. The vendor authorises the Auctioneer to deduct any commission and expenses that may be due at the stated rates from the hammer price and acknowledges the Auctioneers right to retain the premium payable by the purchaser.

#### IMPORTANT NOTES FOR VENDOR AND PURCHASER BIDS:

The Auctioneers will be pleased to execute bids on behalf of intending purchasers and no charge is made for this service. Lots will be purchased as cheaply as permitted by other bids and reserves. Bids must be submitted to The Auctioneers at least half an hour before the sale commences and should be entered on the forms provided. Bids left by telephone will be accepted only on the condition that they are at the sender's risk and must in any case be confirmed in writing or by facsimile or by email with all such bids having been acknowledged by The Auctioneer prior to the sale.

#### EXPORT LICENCES:

An export licence is required for certain items leaving the United Kingdom. The obtaining of a relevant Export Licence is the responsibility of the buyer.

#### MOTOR VEHICLES:

The Buyer of a motor vehicle is responsible for complying with the provision of the Road Traffic Act 1972 and all relevant regulations made under Section 40 thereof (including the Motor Vehicle Construction and Use Regulations 1973) and any statutory modification thereof.

#### FIREARMS:

The Buyer of a firearm is responsible for obtaining a valid firearms certificate, shotgun certificate or certificate of registration as a firearms dealer and for conforming with the regulations in force in Great Britain relating to firearms. The Auctioneers will not deliver Lots to Buyers without production of evidence of compliance with this condition.

#### ELECTRICAL GOODS:

These can only be sold if inspected beforehand by an electrician and issued with a safety certificate. We can arrange this and the cost will be deducted from sale proceeds. Electrical/Mechanical goods are sold on the strict understanding that these are untested, without warranties or any other guarantees as to serviceability or working order, unless otherwise stated.

#### ONLINE BIDDING:

Give Now Limited offer an online bidding service for bidders who cannot attend the sale.

In completing the bidder registration on an online bidding platform and providing your credit card details and unless alternative arrangements are agreed with Give Now Limited:

1. authorise Give Now Limited, if they so wish, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction, and
2. confirm that you are authorised to provide these credit card details to Give Now Limited through the online platform and agree that Give Now Limited are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale.

Please note that any lots purchased via the live auction service will be subject to an additional commission charge + VAT at the rate imposed on the hammer price dependent upon the online platform used, each Buyer to be fully aware of such charges prior to bidding and at their own risk with no reliance to be placed upon the Give Now Limited.

COMMISSION BID:

1. Commission bids will be faithfully executed when received in writing at least one hour prior to sale, on condition that the Lots have been viewed by the intending Buyer or his Authorised Agent and the Buyer agrees to take with all faults and mis-descriptions. Whilst any Lot will be purchased as other bids and reserves allow, the Auctioneers will accept no responsibility if a commission bid is not executed.
2. All Lots bought on commission must be paid for immediately, regardless of whether or not they have been collected.
3. A deposit may be requested at the time of placing a commission bid.

January 2019.