

Online Auction User Terms And Conditions

This page (together with the documents referred to on it) tells the buyer (you) the terms and conditions on which Brightwells Limited provides facilities for you to place online bids (Bids) for a Lot which is listed on our website www.brightwells.com (our site) and which is being auctioned at one of the auction centres. As such, we operate our site as agent of those subsidiaries. Please read these terms and conditions carefully before placing any Bids through our site.

You should understand that by logging in to use our site, you agree to be bound by these terms and conditions and you acknowledge that they override any terms and conditions which you purport to impose. Any Bids placed by you, and any contract for the purchase of a Lot, is made in accordance with and subject to these terms and conditions and the relevant Brightwells' Terms & Conditions of Sale.

These terms and conditions should be read in conjunction with the Brightwells' Terms & Conditions of Sale in use. In the case of inconsistencies between these terms and conditions and the Brightwells' Terms & Conditions of Sale, these terms and conditions shall prevail.

You should print a copy of these terms and conditions for future reference.

Information About Us

1.1 www.brightwells.com is a site operated by Brightwells Limited (we/us). We are registered in England and Wales under company number 2052714 and our registered office address is Easters Court, Leominster, Herefordshire, HR6 ODE. This is also our main trading address. Our VAT number is GB133 4722 89.

Service Availability

1.2 Your use of our site is subject at all times to our Terms of Website Use and our Privacy Policy. By logging into our site, you agree to be bound by and consent to our Terms of Website Use and our Privacy Policy.

1.3 We do not guarantee that your access to our site or that your placing of Bids will be uninterrupted, without delay, secure or error free. Our site is provided on an "as is" basis and we exclude all liability whatsoever arising out of or in connection with your inability to access our site, place Bids or win any auctions.

Your Status

1.4 By logging into our site and placing a Bid, you warrant that:

- 1.4.1 You are the registered user of the username and password which was allocated to you on registration to use our site;
- 1.4.2 You are placing a Bid on behalf of a business acting in the course of business;
- 1.4.3 You are authorised to place Bids on behalf of the business and to legally bind that business; and
- 1.4.4 You are at least 18 years old.

How the Contract Is Formed Between You and the Seller

1.5 Once you have placed a Bid, our online system will indicate whether it has been registered. Your Bid constitutes an offer to the Auctioneer (as agent of the third party seller (Seller) to buy a Lot. If your offer is accepted as the highest bid by the Auctioneer on behalf of the Seller and the reserve price has been met, confirmation of such acceptance (Bid Acceptance) will be highlighted on the online screen.

1.6 Where a Reserve is agreed but not attained the Auctioneer may allocate the Lot as being Provisionally Sold and clause 1.7 shall operate

1.7 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, Brightwells 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.

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

1.9 You may not withdraw any Bids without the Auctioneer's consent.

1.10 If our system confirms your Bid has been accepted in accordance with condition 1.5 above, you will become the "Buyer" as defined in the Brightwells' Terms & General Conditions of Sale and accordingly those parts describing the conditions of the contract of sale between the Seller and the Buyer and the terms as between the Auctioneer and the Buyer of the Brightwells' Terms & General Conditions of Sale shall apply.

Delivery

You should note that it is your responsibility to arrange collection of the Lot you have bought. The Auctioneer may at its discretion offer delivery services in respect of the Lot, but this will be subject to transporter and driver availability and our terms, which are available upon request from the Auctioneer.

Payment of Online Auction Fee

1.11 In addition to any charges fees or purchase monies payable under the Brightwells' Terms & General Conditions of Sale, you will be liable to pay a fee, being:

- 2% of hammer price plus VAT for sales of Fine Art

charged by us for participating in and (if applicable) winning the relevant auction through using our site. Details of our current fees, and those of the Auctioneer, can be obtained from the Auctioneer prior to the auction. The fee for participating in the auction and (if applicable) for winning the auction through using our

site will become due for payment upon generation of the Bid Acceptance (see condition 1.5), and must be paid to the Auctioneer at the same time as you pay for the Lot as provided for by the Brightwells' Terms & General Conditions of Sale.

Our Liability and the Auctioneer's Liability

1.12 The Auctioneer's liability to you is as set out in the Brightwells' Terms & General Conditions of Sale, as is the Seller's liability.

1.13 You accept that your purchase of the Lot is being made in accordance with the Brightwells' Terms & General Conditions of Sale. You acknowledge and confirm we have no liability or obligation whatsoever to you in respect of any representation or statement made by us on our site about the description of the Lots listed there. All such details are provided for information purposes only. All Lots are available for inspection prior to the commencement of the auction and you should satisfy yourself as to the details of the relevant Lot prior to placing any Bids.

1.14 By placing Bids, you acknowledge and confirm you accept that the auction is being operated by the Auctioneer and that we accept no liability whatsoever for the actions or omissions of that Auctioneer.

1.15 Nothing in these terms and conditions limits in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us (and the Auctioneer) will be mainly electronic. We (and/or the Auctioneer) will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

Notices

All e-mail notices given by us (and the Auctioneer) to you will be sent to you at the e-mail address you provided to us when registering to use our site. Notice will be deemed received and properly served immediately when posted on our website or 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such e-mail was sent to the e-mail address specified by you when you registered to use our site, or in the case of notices posted on our site, by the production of a copy of the cached page showing the notice.

Waiver

1.16 If we fail, at any time, to insist upon strict performance of any of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

1.17 A waiver by us of any default shall not constitute a waiver of any subsequent default.

1.18 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the clause "Written Communications" above.

Severability

If any of these terms and conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

1.19 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter contemplated by these terms and conditions and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

1.20 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Our Right to Vary These Terms and Conditions

1.21 We have the right to revise and amend these terms and conditions from time to time.

1.22 You will be subject to the policies and terms and conditions in force at the time that you log in to use our site.

Law and Jurisdiction

Your use of our site and contracts for the purchase of Lots entered into through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales. Special Conditions of Sale For goods accepted by Brightwells Ltd for inclusion in a Sale at their Saleroom in Leominster. All auctions are held under the auctioneers vat margin scheme.

1. No Lot will be accepted unless entered on an appropriate Entry Form. Completion of Entry Forms does not necessarily reserve space in any sale, dates being subject to the Auctioneer's discretion, and dependent upon availability of space.

2. **COLLECTION AND DELIVERY.** The Auctioneers do not themselves undertake the collection and delivery to and from their Saleroom, but will instruct a Contractor at the owner's expense.

3. **UNSALEABLE GOODS.** In the interest of all Clients unserviceable goods WILL NOT be accepted and the

auctioneers and their staff reserve the right at all times to refuse to offer any goods which in their opinion are unsuitable to auction.

4. SOFT FURNISHINGS. Only acceptable if manufactured prior to 1950 or bearing the label compliant with Furniture and Furnishings (Fire Safety) Regulations, of clean and fine quality (At discretion of Brightwells Staff).

5. IDENTIFICATION. Each Vendor is allocated a code, which will be attached to all goods on or before being accepted in Store or Saleroom.

6. PREMIUM ELECTRICAL ITEMS ONLY These require a current Electrician's Safety Certificate and any Article delivered without a certificate will be charged at £5, plus V.A.T. per item for testing by our Electrician.

7. No gas appliances are accepted for inclusion in Sales.

8. AGENCY. The Auctioneers act in the sale of goods as Agents only and all lots are taken with all faults and mis-descriptions (if any). In particular they disclaim liability for payments to the seller until they have received payments from the buyer.

9. BRIGHTWELLS LTD shall not be liable for loss or damage to goods on their premises whether due to negligence of BRIGHTWELLS LTD their servants or Agents or otherwise. Neither the Vendors, nor the Auctioneers will be responsible for any accident or injury occurring on the premises.

10. All goods are accepted for absolute sale unless a special arrangement is agreed by the Auctioneers. Goods "bought in" by the Owner will be regarded as "reserved" goods and the usual fees referring to reserves will be charged.

11. CHARGES.

Minimum Charge - £5.00 per lot.

Commission (to include Damage/Loss/Warranty per lot) - 16% Lotting/photograph Fee £5 per lot (wine £3)

Photography - Maximum £75 per illustration

Buying in fee at 5% of Reserve Price at discretion of Auctioneer.

A withdrawal fee may be implemented at the discretion of the Auctioneers. All charges shown are subject to VAT at current rate.

12. RESERVES. The Auctioneers will not agree to reserve prices on goods to the value of £50 or less and other reserves must be agreed mutually between the Auctioneers and the Vendor. THIS CONDITION WILL STRICTLY BE ENFORCED.

13. UNSOLD. Lots may at the entire discretion of the Auctioneers be re-offered in another sale. Otherwise, the Vendor will be asked to remove unsold lots immediately or a charge of £1 plus V.A.T. per day for each item may be levied at the Auctioneers' discretion. Any unsold lots which fail to attract a bid of any sort will AUTOMATICALLY be sent to the Tip and will attract an Environmental Disposal Charge.

14. The Auctioneers reserve the right to sell any lot at 10% less than the reserve price.

15. All measurements of size and weight are given for guidance only. The specific mention of damaged items i.e. (A/F) does not imply that all other items are perfect or unrestored.

16. Notwithstanding the preceding Conditions, if within 14 days after the Sale, the Buyer of any lot gives notice in writing and returns the lot to Brightwells Ltd in the condition as at the time of sale and satisfies the Auctioneers that considered in the light of the terms of 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.

17. Brightwells reserves the right to operate a Private Treaty Sale of any unsold Lot at a price that will produce net proceeds equal to the amount that would have been received if it had been sold at auction.

18. Buyers Premium 22% plus VAT is payable on all Lots sold, with a minimum of £10 per lot plus VAT. Buyers Premium for Wine is 17.5% plus VAT, with a minimum charge of £6 per lot plus VAT.

19. "Clients' monies paid to us will be held in Brightwells Ltd Clients' Auction Sales Account at Barclays Bank plc, Hereford Branch. Clients will not be entitled to any interest on balances held on this account" The above Special Conditions apply to all Fine Art Sales in addition to the General Conditions of Sale which apply to all sales held by Brightwells Ltd.

General Conditions of Sale

1. Definition of Auctioneer and Agent's Status

1.1 Brightwells Ltd. (hereinafter called "the Auctioneers") sell as agents for the Seller (except where they are stated wholly or partly to own any Lot as principal) and 1.1.2 the parties to the contract of sale are the Seller and the Buyer and the Auctioneers as such are not responsible for any default by Seller or Buyer.

1.2 The Auctioneers means any employee or agent of Brightwells Ltd. who at the relevant time has the authority to conduct an auction or sale.

2. Confirmation of Ownership

2.1 The Seller warrants to the Auctioneers and to the Buyer:

2.1.1 that he is the true owner of the Lot or is properly authorised to sell the Lot by the true owner.

2.1.2 and is able to transfer a good and marketable title to the Lot free from any third party claims liens and encumbrances and that all entries on the entry form are correct.

2.2 The Seller will indemnify the Auctioneers, their servants and agents and the Buyer against any loss or damage suffered by them in consequence of any breach of the above warranty on the part of the seller.

2.3 The Auctioneers may make such announcements or publish such information supplied by a Seller about any Lot as they in their discretion think fit.

2.3.1 and the Seller will indemnify the Auctioneers if any warranty is found to have been made by the Auctioneers as a result of such announcements or publications.

3. Auctioneers Right to Split or Amalgamate Lots, to Refuse Admission & Bids

The Auctioneers shall have the right at their discretion to:

3.1 refuse admission to their premises or attendance at

their auctions by any person

3.1.1 require any Seller to remove a Lot from the auction premises or to remove the Lot themselves (if the Seller refuses so to do) and recover the costs from the Seller.

3.2 The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

3.3 The Auctioneers may accept written instructions to bid on behalf of prospective Buyers but any instructions accepted shall be at the risk of the prospective Buyers, who will be deemed to have viewed the Lot(s).

4. Faults & Descriptions, Responsibility of Lots

4.1 Every Lot must be taken to with all faults and imperfections and errors of description (if any).

4.2 Until sold, each Lot shall be at the Seller's risk and it shall be his duty to preserve the same.

4.3 After the fall of the hammer such risk and duty shall devolve upon the Buyer.

4.4 Title in all Lots remains vested in the Seller or Brightwells Ltd. (as the Seller's Agent) until payment in full has been made. In the event of the Lots being re-sold before payment being made in full the purchaser shall hold the proceeds of such sale on trust for the Seller (or Brightwells Ltd. as Seller's Agent).

4.5 No Lot shall be removed from the place of sale until the sale has been concluded, full payment made and pass obtained from the Auctioneers or their Clerk.

4.6 Notwithstanding such a lien and the right of possession aforesaid, the Auctioneers do not accept any risk as regards any Lot, nor any liability whatever, as to preservation or delivery thereof.

5. Resale due to Faults or Compliance

5.1 On failure of compliance with the Conditions, the Auctioneers may re-sell the Lot or Lots, either by public auction or private contract and the deficiency (if any) with all expenses, shall be made good by the defaulter at this sale, but such defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.

5.1.1 Such expenses shall be deemed to include the usual Auctioneers commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.

6. V.A.T. (Subject to current legislation)

6.1 Value Added Tax at the Rate prevailing on the day of the sale will be added to the purchase price of all items bought at any sale in the United Kingdom, the amount will clearly be shown on the Buyer's invoice.

6.2 The only exceptions to the provisions of Clause 6.1 will be:

6.2.1 'Zero' rated or 'Exempt' articles,

6.2.2 or if prior to sale the Auctioneers hold a signed Seller's declaration stating that he is either not registered for V.A.T. (unless the sale is wholly non-margin scheme).

6.2.3 or that items entered by him are eligible for sale under 'second-hand margin scheme for V.A.T. rules.

6.3 Overseas Buyers must pay all V.A.T. chargeable on an invoice under United Kingdom legislation. V.A.T. may be refunded if appropriate upon production of acceptable proof of:

(a) export of the items and

(b) registration for V.A.T. of the Buyer within another E.U.

State, where items have been dispatched to that E.U. State.

7. Self-Billing

7.1 Would all Sellers please note that we (Brightwells Ltd.) will raise a self billing tax invoice for the proceeds of any goods in this or any other sale held by us. It is a Customs & Excise requirement that this is the only tax invoice raised for those items.

7.2 We must have your V.A.T. registration number (where appropriate) together with your name and address for inclusion on any self billing tax invoice raised by ourselves.

7.3 You must notify us immediately if your V.A.T. registration number is cancelled, or if you are issued with a new V.A.T. registration number.

7.4 Any Seller not agreeing to this system of self billing tax invoices being raised by us must notify us prior to the commencement of the sale. Regrettably, we can only operate with a self billing system in place, and therefore will not sell the goods of any Seller who is unable to accept this system.

8. No Biddings Retracted

8.1 No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers

9. Payment

9.1 All Buyers must declare their names and addresses, (and produce proof of identity), and pay the auctioneer immediately on the fall of the hammer.

Methods of Payment - Purchases will only be released when full payment (inclusive of all charges) has been made in cleared funds to Brightwells. We will accept payment in the following ways:

1. Cash at any Auction to the maximum value of £2,500. Total cash payments to Brightwells 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.
2. Sterling cheque drawn on a UK branch of any bank or building society - unless previously agreed with us all cheques must be cleared before removal of purchased lots.
3. Bankers Draft/Building Society cheque. Providing adequate proof of identity is provided and we are satisfied as to the genuineness of the draft or cheque the purchased lots may be removed immediately.
Bank Transfer - our bank details are as follows:
Barclays Bank plc, 1-3 Broad Street, Hereford.
Tel: 01432 682250.
Sort Code: 20-39-72.
Account No: 60776394
IBAN: GB71 BARC 2039 7260 7763 94.
SWIFT: BARCGB22
4. Debit Cards drawn on a UK bank - no charge. Lots paid for by Debit Card may be removed immediately.
5. Please note Brightwells no longer accept Credit Cards as a form of payment.

In default of payment the Lot or Lots shall be offered again and re-sold, at the Auctioneers' discretion.

9.2 Under no circumstances may any Lot be removed without first obtaining a pass from the Auctioneers.

9.3 The Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner than is provided for in 9.1 as they see fit.

10. Owners Risk

10.1 Neither the Sellers nor the Auctioneers will be responsible for any accident, or damage to life or limb prior to or during the progress of the Sale, or at any time during the removal of Lots.

10.2 Vehicles parked at the Sale are at the owner's risk.

10.3 All objects and possessions are brought onto the Sale Site entirely at the owner's risk and unattended baggage and objects will be removed or destroyed as the Auctioneers think fit.

11. Highest Bidder

11.1 The Buyer shall be the highest bidder.

11.2 In the event of a dispute between two or more bidders as to which is the Buyer, the dispute shall be settled at the absolute discretion of the Auctioneers.

12. Sellers Right to Bid

12.1 The Seller reserves the right to bid, however, no Seller may bid for any of his/her own Lots, except through the Auctioneers.

12.2 The Auctioneers reserve the right to charge full commission on the reserve price of any Lot so bought in.

13. Reserves

13.1 The Seller shall be entitled prior to the auction to place a reserve price on any Lot, being the minimum amount for which the Lot shall be sold.

13.2 Such reserve shall be in writing and the document containing the reserve will be handed to the Auctioneers not later than one hour prior (or as advised in special conditions) to the commencement of the auction and in the event of the Seller failing so to do the Lot will be sold without reserve.

13.3 The Auctioneers reserve the right to sell any lot at 10% less than the reserve price.

13.4 Where a reserve price has been placed only the Auctioneers may bid on behalf of the Seller, whilst any third party may not bid on the Seller's behalf.

13.5 Any Lot bought in by the Seller in excess of the reserve price will be subject to full commission charges.

14. Reservation of Title

14.1 If the Auctioneers do not demand payment from the Buyer but allow him to remove the Lot from the sale then the Buyer shall ensure that the title in the Lot remains vested in the Seller (or Brightwells Ltd. as Agents of the Seller) until payment in full has been made. If the Seller has been paid, but the goods not paid for the title remains with Brightwells Ltd. until full payment has been made.

14.2 Until payment in full has been made the Buyer shall undertake to keep the Lot in a good and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Seller. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale and shall be dealt with as in 5.1.

14.3 In the event of sale by a Buyer before payment has been made in full the Buyer shall hold the proceeds of such sale on trust for Brightwells Ltd. (as Agent of the Seller).

14.4 In the event of breach of conditions, the Auctioneers reserve the right to enter on to property of the Buyer, or others to reclaim possession of any Lot.

15. Private Sales

15.1 All private sales made on the day of the sale must be booked through the Auctioneers.

15.2 The Auctioneers reserve rights at their option to:

15.2.1 treat as void any private sale made by a Seller of any Lot which he shall have entered for sale by the Auctioneers and which has been received at the sale by them or on their behalf or

15.2.2 to charge and reserve from such Seller their appropriate commission upon any such sale.

16. Warranty

In case of dispute as to the meaning of any description or warranty the decision of the Auctioneers shall be final and binding on all parties.

17. Interpretation

17.1 In these conditions of sale, unless the contrary intention appears, words importing the masculine gender shall indicate female and words in the singular shall include the plural and words in the plural include the singular.

18. All Buyers are deemed to bid on the understanding that they have read and understood these Conditions of Sale.

19. Members' Accounts Regulations 1993 Notice Required Under Regulation 2A

19.1 For Livestock and Horse and Pony Sales, the market is not required to comply with the requirements of the Members' Accounts Regulations of the RICS. No monies paid to this market are covered by any scheme for the protection of clients money operated by the RICS. This notice is published in accordance with the requirements of the RICS from which a more detailed explanation can be obtained by writing to the Standards and Practice Department, The RICS, 12 Great George Street, Parliament Square, London, SW1P 3AD. Brightwells Ltd acts as Financial Principal in this sale and as such in normal circumstances Brightwells is legally bound to pay the vendor the hammer price less normal deductions regardless of whether the purchaser has paid for the goods. Brightwells does not pay the proceeds of this sale into a dedicated client bank account and as a result the RICS Client Money Protection Scheme does not apply to protect vendors against the possible insolvency of Brightwells.

20. Health & Safety & Risk

20.1 All persons entering the Sale Site do so at their own risk.

20.2 All persons entering the Sale Site must take notice of all specific health and safety notices on display at individual sites. If in doubt please consult the Safety Officer/Auctioneer in charge.

21. Commission Bid

21.1 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.

21.2 All Lots bought on commission must be paid for immediately, regardless of whether or not they have been collected.

21.3 A deposit may be requested at the time of placing a commission bid.

22. Additional Charges

22.1 The Auctioneers reserve the right to levy additional charges where appropriate. These may include: Commission, Levies, Tolls, Offering Fees, Transfer Fees, Haulage, Contra Accounts, Advertising, Sundries, Buyers Premium, Indemnity and other charges appropriate to individual sales. Please ask for a confirmation of rates PRIOR TO SALE if you require clarification.

23. Agents

Save as provided in 23.1.2 below, in all cases where a person whose bid is accepted is in fact acting as an agent, whether or not he has disclosed this fact, he and his principal shall be deemed to be and remain jointly and severally liable on the contract, and no steps taken or proceedings commenced against the principal or the agent shall be deemed to operate as an election discharging the other from liability unless such steps or proceedings result in a final satisfied judgment.

23.1 Save as aforesaid, the agent and his principal shall be deemed to be jointly and severally liable on the contract and any steps authorised by these Conditions or the general law may be taken against either or both of them, whether the existence or identity of the principal was disclosed or not.

23.2 Conditions 23.1 and 23.1.1 above shall not apply if before the commencement of the sale the agent informs the auctioneers that he intends to contract as a principal, in which case the agent will be deemed to be personally and solely liable on the contract.

24. Export

Buyers making a purchase for export must comply with all regulations and export requirements and indemnify the Auctioneers against any liability.

24.1 Catalogues and Advertisements

The Auctioneers cannot guarantee that any Lot described in any Catalogue or Advertisement will arrive for Sale, nor that any description therein contained can be relied upon as accurate. All Lots should be inspected by the Buyer who bids on the understanding that he has inspected (or is deemed to have inspected) the Lot and agrees to take with all faults and imperfections.

25. Catalogues and Advertisements

The Auctioneers cannot guarantee that any Lot described in any Catalogue or Advertisement will arrive for Sale, nor that any description therein contained can be relied upon as accurate. All Lots should be inspected by the Buyer who bids on the understanding that he has inspected (or is deemed to have inspected) the Lot and agrees to take with all faults and imperfections.

26. Disposal of Not Sold Lots

Any Lot that fails to attract a minimum bid (as applicable) will be disposed of by the Auctioneers and any costs will be payable by the Seller. If the Seller wishes to retain and remove the Lot, this must be done by the end of the sale day and on condition that all relevant charges and fees have been paid to the Auctioneers.

27. Please Note

27.1 These are only the General Conditions of Sale and the Special Conditions appropriate should also be referred to by all Sellers and Buyers.

27.2 In certain circumstances, Special Conditions may detail additional, more specific requirements than the General Conditions. In these cases the Special Conditions take precedence over the General Conditions.

27.3 Livestock Sales will use the General Conditions of Sale for Cattle, Calves, Sheep and Pigs (2009) as recommended by the L.A.A., (subject to update) together with additional Special Conditions.

27.4 Special regulations may be in place to complement General and Special Conditions such as MOD and Breed Society regulations.

27.5 No refunds will be given for catalogue orders/subscriptions.

27.6 A "Customer" is defined as a person who Brightwells does business with, and their information will be stored in our system in accordance with our data protection policy, which can be viewed on www.brightwells.com

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