



South Essex Auctions Terms and Conditions

Saleroom

Third Party Liability - Every person on site at the premises used by South Essex Auctions at any time shall be deemed to be there at their own risk. They shall have no claim against South Essex Auctions in respect of any accident which may occur or injury, damage or loss howsoever caused, save insofar as the injury, damage or loss shall be caused by the direct neglect of South Essex Auctions' employees.

General Conditions of Sale

These conditions govern the sale of goods at public auctions conducted by South Essex Auctions ("the Auctioneer"). By participating in any auction, all bidders agree to adhere to the following terms and conditions:

1. Definitions for these Conditions:

- "Auctioneer" shall mean South Essex Auctions, its employees, agents, and representatives acting in any capacity in connection with the auction.
- "Bidder" shall mean any person who has registered with the Auctioneer to place bids on Lots offered for sale.
- "Buyer" shall mean the successful Bidder to whom the Auctioneer knocks down a Lot as the purchaser.
- "Seller" shall refer to the person, company, or legal entity offering property for sale through the Auctioneer.
- "Lot" shall mean each individual item or group of items offered for sale as a single unit.
- "Hammer Price" shall mean the final bid accepted by the Auctioneer for a Lot.
- "Buyer's Premium" shall refer to the commission payable by the Buyer to the Auctioneer, in addition to the Hammer Price.

2. The Auction Process

2.1 The Auctioneer shall conduct the auction with full discretion and authority. The Auctioneer may refuse any bid, withdraw any Lot, re-offer any Lot, or divide or combine Lots at their sole discretion and without prior notice.

2.2 The Auctioneer reserves the right to set and alter bidding increments, to determine the highest Bidder, and to resolve any disputes arising during the bidding process. The Auctioneer's decision in all cases shall be final and binding.

2.3 The Auctioneer acts solely as agent for the Seller. No contract of sale shall exist between the Buyer and the Auctioneer; all contracts are between the Buyer and the Seller.

2.4 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 other person (who may be the auctioneer).

3. Registration and Bidding

3.1 All persons intending to bid must register in advance of the auction and provide valid identification and contact details. Bidders may be required to pay a refundable deposit prior to participation.

3.2 Bidders shall be deemed to act as principals unless, prior to bidding, they have disclosed in writing that they are acting as agents on behalf of a named and disclosed principal.

3.3 The placing of a bid constitutes a legally binding offer to purchase the Lot. Once the Auctioneer has accepted a bid by the fall of the hammer, no retraction shall be permitted.

3.4 The Auctioneer reserves the right to refuse or revoke a bidder's registration or participation in any auction without the obligation to disclose reasons.

4. Buyer's Obligations

4.1 Upon the fall of the hammer and confirmation of the final bid, the Buyer shall be deemed to have entered into a binding contract to purchase the Lot at the Hammer Price, together with any applicable Buyer's Premium, VAT, and other applicable charges.

4.2 Full payment must be made within the time specified by the Auctioneer, 24 hours after the conclusion of the auction, unless otherwise agreed in writing.

4.3 The Buyer shall make payment by accepted means, including but not limited to: bank transfer, or cash (subject to legal limits and anti-money laundering regulations).

4.4 In the event of non-payment within the required time, the Auctioneer reserves the right to take one or more of the following actions:

- Cancel the sale and re-offer the Lot;
- Charge interest on the outstanding amount at a rate of 5% above the Bank of England base rate;
- Recover any associated legal or recovery costs;
- Retain any deposit paid by the Buyer.

5. Buyer's Premium

5.1 A Buyer's Premium of 20% of the Hammer Price, including all fees at the prevailing rate, shall be payable on all Lots, unless stated otherwise, subject to a minimum charge of £2.

5.2 It is the Buyer's responsibility to satisfy themselves as to the VAT implications prior to bidding.

6. Title and Risk

6.1 Legal title in the Lot shall not pass to the Buyer until the Auctioneer has received full payment in cleared funds.

6.2 The risk in the Lot shall pass to the Buyer at the fall of the hammer. Thereafter, the Auctioneer accepts no responsibility for loss, damage, or theft of the Lot.

6.3 The Buyer must arrange for collection of the Lot within 24 hours of the auction. Failure to collect within the specified timeframe may incur storage charges at a rate determined by the Auctioneer.

7. Condition, Description, And Warranties

Whilst South Essex Auctions make every effort to ensure the accuracy of their catalogue and the description of Lots -

7.1 All Lots are offered for sale strictly on an “as seen” basis, without any warranty or guarantee as to condition, authenticity, origin, age, provenance, or completeness.

7.2 Any descriptions, measurements, or statements (whether made orally or in writing) are given as a guide only and do not constitute part of any contract.

7.3 Prospective Buyers are strongly encouraged to inspect Lots prior to bidding and to satisfy themselves as to the accuracy of any description or representation.

7.4 The Auctioneer shall not be liable for any error or omission in any description of a Lot.

7.5 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.

8. Sellers' Warranties and Obligations

8.1 The Seller warrants to the Auctioneer and the Buyer that they are the legal owner of the Lot or are properly authorised to sell the Lot, and that it is free from any third-party claim or encumbrance.

8.2 The Seller shall indemnify the Auctioneer and Buyer against any claim arising from a breach of this warranty.

8.3 The Seller agrees to pay all applicable commission and charges in accordance with the Auctioneer's standard terms.

9. Liability

9.1 The Auctioneer shall not be liable for any indirect, consequential, or economic loss or damage incurred by the Buyer or Seller.

9.2 Nothing in these Conditions shall limit or exclude the Auctioneer's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

9.3 If within 7 days a buyer provides written proof that a lot is a deliberate forgery, and returns it in the same condition within 14 days, South Essex Auctions may cancel the sale and refund the purchase price. No interest or additional compensation will be paid.

10. Force Majeure

10.1 The Auctioneer shall not be liable for any delay or failure to perform any of its obligations due to events or circumstances beyond its reasonable control, including but not limited to: fire, flood, acts of God, war, labour disputes, or restrictions imposed by governmental authorities.

11. General Provisions

11.1 These Conditions constitute the entire agreement between the parties and supersede any prior agreements or representations.

11.2 If any provision of these Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.3 These Conditions may be amended by the Auctioneer at any time and such amendments will be binding from the date they are made available to the public, whether online or in print.

12. Governing Law and Jurisdiction

12.1 These Conditions shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Any dispute arising under or in connection with these Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.