



Meatex Ltd

Wilson House (First Floor) 48 Brooklyn Road, Seaford, East Sussex. BN25 2DX
Tel: 01323 873645 www.meatex.co.uk

1 Interpretation

In these General Conditions the following definitions apply:

‘Auction’ any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions;

‘Auctioneer’ the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 7.12 below;

‘Bidder’ any person who offers to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender;

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

‘Buyer’ any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and as determined under General Condition 7.9 below;

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

‘Catalogue’ the catalogue incorporating these General Conditions and the Special Conditions;

‘Clearance Date and Time’ the date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;

‘Company’ Meatex Ltd (company number 8171147) whose registered office is at Wilson House (First Floor) 48 Brooklyn Road, Seaford, East Sussex. BN25 2DX;

‘Deposit’ the sum payable by the Buyer to the Company as set out in the Special Conditions;

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

‘Location’ the premises at which the Lots are located, as detailed on the website and in the auction catalogue;

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

Company no: 8171147

Registered in England and Wales - Registered office: 7 - 9 the Avenue, Eastbourne, East Sussex, BN21 3YA

‘Online Auction’ any Auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;

‘Sale’ the Sale of any Lot by Auction, private treaty or tender and as determined under General Condition 7.17 below;

‘Seller’ the person upon whose instructions the Company is conducting the Sale;

‘Special Conditions’ any additions to these General Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;

‘Website’ the website at: www.meatex.co.uk;

‘VAT’ Value Added Tax chargeable under English Law for the time being and any similar additional tax;

2 Application of these General Conditions

2.1 These General Conditions apply to every Sale of plant and machinery, chattels and trade stocks conducted by the Company.

2.2 If these General Conditions have not previously been accepted by a person bidding at the Auction, bidding for any Lot in the Auction shall be deemed to be an acceptance by the Bidder of these General Conditions.

2.3 These General Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise ‘Conditions of Sale’.

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

2.5 These General Conditions shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:-

(i) Scotland in which case the laws of Scotland shall apply; or

(ii) Northern Ireland in which case the laws of Northern Ireland shall apply

2.6 Any reference to writing or written shall include email.

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

3 Identities of the Parties

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

- (i) a Live Auction by the completion of a registration form;
- (ii) an Online Auction by online registration at the Website; and
- (iii) a private treaty or tender by prior registration or notification of details, as and when requested by the Company.

3.2 Unless the Auctioneer has previously acknowledged in writing that the Bidder bids as agent on behalf of a named principal, every Bidder shall be taken to bid on his own behalf as principal.

3.3 If the Auctioneer has earlier acknowledged in writing that the Bidder bids as agent on behalf of a named principal, the Bidder warrants that he has the authority of his principal to make each bid he makes.

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

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

3.6 On registration in accordance with General Condition 3.1 the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and can form a legally binding contract.

4 Conduct of the Auction

4.1 The Auctioneer offers each lot as agent of the Seller and not as principal unless otherwise indicated in the Auction Catalogue.

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

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

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

Lot descriptions are provided in good faith. They should not be relied upon as fact and buyers must make their own investigations and be satisfied with the lot before they bid as viewing is available on all lots to the auction closing. Bids are non-retractable.

No warranty or guarantee is offered or implied, each lot is bought and sold as seen. Viewing is recommended.

4.5 The Auctioneer may at any time before closure of the Online Auction withdraw or divide any Lot or combine any Lots.

4.6 The Company may sell any Lot by private treaty or tender before or after the Auction.

4.7 No Bid shall be retracted.

4.8 The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

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

4.10 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

4.11 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions.

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

4.13 A Sale is concluded (constituting acceptance of the Bidder's offer, subject to General Condition 4.14) when:

(i) in the case of a Live Auction, on the fall of the Auctioneer's hammer; and/or,

(ii) in the case of an Online Auction, at the close of the timed Online Auction as specified on the Website and as defined by General Condition ??? or;

(iii) in the case of a private treaty or tender, when the Bidders Bid is accepted by the Company, such acceptance to be communicated to the Bidder in writing by way of receipt of the Company's invoice.

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

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

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

(i) Your highest Bid will be treated as a valid Bid even if at the time of placing it the Reserve Is Not Met. Vendors regularly instruct us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid you are bidding to buy.

4.17 On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions 4.14, the Buyer acknowledges and agrees that they have entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.

4.18 In relation to an Online Auction:

(i) the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;

(ii) the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.18(iii));

(iii) the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended to ten minutes remaining. This continues with a new scheduled close time each time a Bid is placed until no one places a Bid before the last scheduled close of the timed Online Auction. Every time a Bid is placed within ten minutes or less left in the Online Auction the time will change to ten minutes Bidding time until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.

4.19 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third-party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller.

4.20 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's and/or the Auctioneer's principal place of business.

5 After the Sale

5.1 Upon conclusion of the Auction the Auctioneer shall provide the Buyer with an invoice stating the Lot(s) purchased and prices.

5.2 The Buyer shall pay the balance of the price of the Lot(s) purchased, together with the Buyer's Premium by no later than 48 hours after the conclusion of the Sale.

5.3 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash.

5.4 Until the Buyer has complied with condition 5.2:

(i) title to any Lot bought shall not pass to the Buyer;

(ii) the lot shall be at the Buyer's risk;

(iii) the Auctioneer shall have a lien over any Lot bought by the Buyer in the Auction;

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

5.5 On written request by the Buyer the Company will provide a VAT invoice.

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

6 Removal of Lots

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

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

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

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

6.5 The Buyer may not remove any Lot until the Buyer has paid by cleared funds the sums specified in condition 5.2, in full for every lot they have bought.

6.6 After paying the sums specified in condition 5.2, the Buyer must remove the Lot(s) bought by the time specified in the Auction Catalogue.

6.7 If any Lot is not removed by the time specified in condition 6.6, the Buyer must pay to the Auctioneer any costs incurred due to the delayed removal.

6.8 If the Lot bought is or includes a motor vehicle, no warranty is given that the vehicle may safely or lawfully be driven on the road.

6.9 When removing any Lot the Buyer:

(i) Is responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Auctioneer.

(ii) must use safe and lawful means of removing the Lot

(iii) shall indemnify the Auctioneer and the Seller against any loss damage legal or other expenses and any claim arising from the detaching of the Lot or its removal

(iiii) shall have insurance in respect of such indemnity and shall on request produce in the Auctioneers a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force.

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

6.11 Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on weekends, Bank or Public Holidays.

6.12 If required, prior to removing any Lot from any Location, the Buyer must prepare a Risk Assessment and Methods Statement which complies with The Construction (Design and Management) Regulations 2007, COSHH or with any subsequent amendments thereof or such other legislation as may be in force. Any such statement is to be provided to the Company.

6.13 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and must be carried out by an approved contractor following consultation with the site representative.

6.14 It is expressly brought to the Buyer's attention that certain Lots could contain asbestos, noxious chemicals/substances, etc. which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.

6.15 Any fluids, gases and/or waste remaining in plant and machinery are the responsibility of the Buyer and must be removed from the Location strictly in accordance with any applicable statutory requirements.

6.16 The Buyer undertakes to comply with the provisions of the Data Protection Act 1998 in processing data held by them in connection with any Lot. The Buyer undertakes to delete any data that may inadvertently remain on the subject hardware, save for where such data forms part of a sale of the business.

7 Default by the Buyer

7.1 If at any time the Buyer has failed either to pay the sums specified in General Condition 5 in full by the expiry of the time specified in General Condition 5, or to remove any Lot by the time specified in General Condition 6, the Auctioneer may rescind the sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold by auction or privately.

7.2 If the Auctioneer has rescinded the sale but the Buyer has removed the Lot bought, the Auctioneer shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

7.3 If the Auctioneer has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:

- (i) the sale price less the resale price;
- (ii) the costs of and incidental to resale

7.4 If the Buyer fails to remove any Lot by the Clearance Date and Time specified:

- (i) the Seller may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;
- (ii) the Seller may charge the Buyer for the reasonable costs of storage;
- (iii) the Seller may charge the Buyer rent, taxes, staff wages and expenses incurred as a result of the Lot(s) remaining at the Location; and
- (iiii) the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.

8 Liabilities and Indemnities

8.1 The Auctioneer warrants that he believes that the Seller of each Lot is able to pass good title, and if the Seller is not able to do so, the Auctioneer shall use his reasonable endeavours to assist the Buyer in obtaining good title and in pursuing any remedies the Buyer may have against the Seller, but the Auctioneer shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.

8.2 Each Lot is sold as seen and where lying.

8.3 No Lot is sold as comprising or including any new goods.

8.4 The Auctioneer does not represent any Lot as being in a condition which makes it suitable for domestic use. Despite the above, should Buyers intend to supply any Lots for domestic use, they should ensure that the Lots comply with the requirements of the Furniture and Furnishings (Fire Safety) Regulations 1988 or any other similar law.

8.5 The Auctioneer neither has nor professes any expert or other knowledge of any Lot sold and there is hereby excluded any liability the Auctioneer might otherwise incur and any right or immunity the Buyer might otherwise possess in respect of any conditions, warranties or representations relating to the condition of any Lot sold or the merchantable quality of any Lot or its fitness for the particular or any purpose for which it is or may be required whether such conditions, warranties or representations are expressed or implied in the Auction

Catalogue or are the subject of oral or written statements made by or on behalf of the Auctioneer or any other person before or in the course of the Auction.

8.6 No liability shall attach to the Auctioneer either in contract or in tort for loss injury or damage legal or other expenses sustained by the Seller, any Bidder, the Buyer or any other person by reason of:

- (i) any defect in any Lot sold, whether or not such defect the latent or apparent on examination;
- (ii) any defect or danger of the premises where the Auction is held;
- (iii) any alleged failure of the Auctioneer properly to advertise the Auction or to seek or obtain expert advice with regard to any Lot offered for sale or its reserve price;
- (iii) any act or omission of the Auctioneer in the conduct of the Auction or after the Auction;
- (v) any act or omission of any person other than the Auctioneer.

8.7 The Seller shall indemnify the Auctioneer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in condition 8.6.

8.8 The Auctioneer shall not be liable to indemnify the Seller or any Bidder or the Buyer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in condition 8.6.

v 8.9 Conditions 8.1 to 8.3 shall not be valid insofar as prohibited by statute.

8.10 In no circumstances shall the Auctioneer be liable for any consequential loss or damage.

9 Acknowledgements and Exclusion of Warranties

9.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.

9.2 The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.

9.3 The Buyer also acknowledges that:-

- (i) all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;

(ii) if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;

(iii) anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller;

(iiii) any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyers sole risk.

9.4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove Company logos and lettering from vehicles. Odometer readings are not warranted.

9.5 The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.

9.6 The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.

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

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

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

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

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

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

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

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

9.12 Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 8.12 does not apply to liability for death or personal injury.

9.13 The Buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the Buyer shall not seek to rely upon and conditions or warranties implied thereby or by any other legislation.

10 Entire Agreement

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

11 Jurisdiction

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

