



## TERMS AND CONDITIONS OF SALE FOR MACHINERY SALES

### 1. Definitions

In these conditions the following terms have the following meanings:

- 1.1 'Auctioneer' means York Auction Centre.
- 1.2 'Conditions' means the standard terms and conditions of business set out in this document. Any further specific conditions will be contained in a separate statement of special conditions.
- 1.3 'Entry Form' means the form to be completed and signed by the Vendor describing the Lot in such form as may be required by the Auctioneers before the Lot will be accepted for sale.
- 1.4 'Hammer Price' means the price at which a Lot is knocked down by the Auctioneers to the Purchaser exclusive of any Value Added Tax and Buyer's Premium.
- 1.5 'Lot' means any items offered for sale or sold as a single transaction in accordance with these Conditions.
- 1.6 'Purchaser' means a person, firm or company who Purchases any Lot including any person, firm or company acting as an agent for such a party in the purchase of that Lot in accordance with the conditions.
- 1.7 'Buyer's Premium' means payment of a percentage of the Hammer Price of each Lot purchased, payable to York Auction Centre by the Purchaser and on which VAT is chargeable.
- 1.8 'Reserve Price' means the minimum price fixed by the Vendor in writing at which any Lot is to be sold at the Sale.
- 1.9 'Sale' means a sale of the Lots by auction organised by the Auctioneers.
- 1.10 'Saleground' means the venue at which the Sale takes place.
- 1.11 'Vendor' means a person, firm or company including any person, firm or company acting as an agent for such a party who offers for sale a Lot in accordance with these Conditions.
- 1.12 'Vehicle' means any tractor, self-propelled machine or other vehicles.
- 1.13 'VAT Auctioneers' Scheme' means the scheme for the treatment of Value Added Tax by the Auctioneers made under the Value Added Tax (Special Provisions) Order 1995 SI 1268 (as amended).
- 1.14 'Working Day' means each day calculated from midnight from Monday to Friday inclusive in any week except that a Bank Holiday or other public holiday shall not be a Working Day.

Except where the context otherwise requires:

- Words denoting the singular include the plural and vice versa
- Words denoting one gender include the other gender

- Words denoting persons include both natural and legal persons

References to any regulation, directive, statute, statutory instrument, other legislation or official document include any amendment, re-enactment and any other subsequent alteration of that legislation.

## **2. Commission and Charges (all subject to VAT):**

- 2.1 Vendors Commission: Commission will be charged on each lot as follows:-  
10% up to £500; 5% on the next £4,500; 2½% thereafter subject to a maximum of £600  
Minimum commission on each lot including unsold and not forward lots:  
Horticulture - £2                      Auctions 1 to 5 - £2.50  
Auction 6 - £5                      Auction 7 - £10
- 2.2 Buyer's Premium will be charged on each lot as follows:  
5% up to £300; 2% thereafter subject to a minimum of £2
- 2.3 Wheels & Tyres: All wheels and tyres abandoned on the saleground 8 days after the sale will be subject to a disposal charge (refundable on collection):
- 2.4 Electrical Safety Testing: Any lots requiring electrical safety testing will be charged at £2 per item.

**Note: All the above are subject to the addition of VAT at the standard rate.**

## **3. Status of Conditions of Sale:**

- 3.1 The Vendor has agreed to adhere to these conditions by signing the entry form.
- 3.2 Any person attending the sale is deemed to attend on the understanding that they have read and understood these conditions and shall make any bid on the basis of these conditions.
- 3.3 The Auctioneers may supplement or supersede these conditions in whole or part with special conditions applicable to a specific sale or a specific Lot which will be displayed and/or announced at the start of the sale.
- 3.4 No employee or agent of the Auctioneers has any authority to vary these conditions.
- 3.5 Any dispute arising under this contract or the conditions of sale shall be determined in the first instance by the Auctioneers whose ruling shall be binding on the conduct of the auction. If such an issue (including any dispute under Clause 21) remains in dispute after the auction it may be referred by the Purchaser, the seller or the Auctioneers to arbitration or if the parties agree independent expert determination within the period of ten working days starting on the date of the sale by a person agreed between the parties in dispute or failing such agreement by a person appointed by the President of the Central Association of Agricultural Valuers on the application of any of the parties within that time paying such fee as may be charged for that service. The parties agree to meet the professional fees and costs of that person as he shall direct and to be bound by his award both as the matter of the dispute and as to the parties' costs.
- 3.6 Any indemnity under these conditions shall be an indemnity in respect of all actions proceedings and costs including legal costs expenses claims and demands whatever incurred or suffered.

## **4. Entry To The Saleground:**

- 4.1 Any person entering the saleground does so at their own risk.

- 4.2 Any person entering the saleground must comply with the requirements of all health and safety notices.
- 4.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot onto the saleground without giving any reason.

**5. Auctioneers' Status:**

- 5.1 The parties to the contract of sale are the Vendor and Purchaser. The Auctioneers sell as agents for the Vendor and as such are not responsible for any default of the Vendor or Purchaser.
- 5.2 The Auctioneers shall have discretion as to the description of any items and may take expert advice on any item, whether from a qualified electrician, agricultural engineer or other person at the Vendor's expense to ensure that the item is sold in a professional and legal manner.
- 5.3 The Auctioneers may make such announcements or publish such information supplied by a Vendor about any Lot as they in their discretion think fit.
- 5.4 The Auctioneers shall have absolute discretion without giving any reason to refuse any bid, divide any Lot, combine any two or more Lots, withdraw any Lot from the auction, and, in case of dispute, offer any Lot for sale again.

**6. Exclusion of Liability:**

The Auctioneers shall not be liable for any expense loss claim or proceedings in respect of any loss or damage whatsoever to property real or personal (including any Lot) nor in any respect of personal injury to or death of any person before or arising out of or in the course of or caused by the sale except to the extent that the same is due to the negligence of the Auctioneers.

**7. Vendor's Warranties:**

The Vendor warrants to the Auctioneers and to the Purchaser:

- 7.1 His identity.
- 7.2 That he is the true owner of the Lot or is authorised by the true owner to act as Agent in offering the Lot for sale.
- 7.3 That he is able to transfer a good and marketable title to the Lot free from any third party claims, liens and encumbrances.
- 7.4 That no Lot is subject to a hire purchase, lease, contract hire or any other similar agreement or has been recorded by an insurance company as a write off or as subject to a major insurance claim.
- 7.5 That all statements on the entry form are correct so that the Lot is not misdescribed being aware that providing a false description can be an offence under the Trade Descriptions Act 1968 and the Fraud Act 2006 punishable by a fine or imprisonment.
- 7.6 That as far as reasonably practicable he has taken sufficient steps to ensure the Lot is safe and without risk to health and safety and that suitable testing and examination has been arranged and that he indemnifies the Auctioneer against all claims under the Consumer Safety Act 1978 and Part 1 of the Consumer Protection Act 1987.

- 7.7 That he has declared in writing on the entry form any risk posed by the Lot to health and safety so that it is clear to the Auctioneer and prospective Purchasers.
- 7.8 That unless previously disclosed to the Auctioneers any vehicle entered is in a roadworthy condition and complies with regulations made under Section 41 of the Road Traffic Act 1988 and has the benefit of any unexpired vehicle excise licence and any current MOT certificate relating to it which will be transferred to the Purchaser.
- 7.9 That he will provide all operators' handbooks and instruction manuals in his possession for the Lot.
- 7.10 That where information required by this Clause has not been provided or the Auctioneers have reason to doubt it the Auctioneer may using his powers under Clause 5(iii) above instruct a suitably qualified person to inspect the items and report on any such matter the cost of which shall be borne by the Vendor.
- 7.11 That he will indemnify the Auctioneers, their servants and agents and the Purchaser against any loss or damage suffered by them in consequence of any breach of the above warranties.

**8. Catalogues and Advertisements:**

- 8.1 The Auctioneers do not guarantee that any Lot described in any catalogue or advertisement will be offered for sale nor that any description therein can be relied upon as accurate. Any illustrations in catalogues are for general identification only.
- 8.2 The Auctioneers will not be responsible for any costs incurred by any person in reliance on the description of a Lot in the catalogue and those attending the auction will have no claim against the Auctioneers for their costs should any advertised Lot not be offered at that sale.

**9. Entry of a Lot:**

- 9.1 The Auctioneers shall specify the terms on which any Lot may be entered for the sale and be delivered to the saleground.
- 9.2 The Auctioneers' entry form must be fully completed by the vendor prior to the sale of each Lot entered for the sale.
- 9.3 No portable electrical item will be offered for sale without a current electrician's safety certificate, the cost of which shall be borne by the vendor.
- 9.4 By completing the entry form for a Lot, the vendor accepts that the Lot is subject to commission and other charges set out in these conditions and/or the entry form.

**10. Registration Documents, Etc:**

- 10.1 The Vendor must submit all vehicle registration documents and any relevant MOT and/or test certificates to the Auctioneers no later than 5pm on the day before the sale.
- 10.2 Following the sale of any vehicle, the Auctioneers shall not pay over the sale proceeds to the Vendor until the Vendor has given to the Auctioneers the V5c/registration document for that vehicle, a signed declaration that the V5c/registration document is lost or a declaration of non-registration.

10.3 If the Vendor fails to notify the Auctioneers prior to the sale that the V5c/registration document has been lost, then the Auctioneers reserve the right to apply for a duplicate V5c on behalf of the Purchaser and charge the Vendor the DVLA fee together with an administration fee of £16 plus VAT.

**11. Insurance:**

An optional insurance cover against theft is available to Vendors for lots whilst on the saleground as below. The premium shall be charged at the rate of 2% of value and cover is subject to a £20 excess. To implement the cover the declaration on the entry form must be completed prior to delivery of lots to the saleground.

- For onsite auctions from Monday 7am to Thursday 5pm of sale week.
- For online auctions from Thursday 7am to the following Wednesday 5pm of the sale period.

**12. Withdrawal of a Lot:**

In all cases where a Lot once entered is not offered for sale on the Vendors instructions the Auctioneers shall be indemnified by the Vendor for all expenses incurred in relation thereto and against all claims from third parties that may arise.

**13. Private Sales:**

13.1 Any Lot included by the Vendor on an entry form and accepted by the Auctioneers onto the saleground to be offered for sale must be offered for sale by auction and must not be sold privately before the sale for which it was entered. The Auctioneers shall not be liable for any breach by the Vendor of this condition.

13.2 The Auctioneers' consent is required for the private sale of any Lot after the sale while it is on the saleground. That consent may be given on condition that the sale is booked through the Auctioneers' office subject to these conditions and in particular that any fee commission buyer's premium charge or expense due under these conditions apply as though that Lot had been sold by auction at a hammer price equal to the priced agreed for the private sale.

13.3 Where a Lot is not sold at the sale and remains on the saleground the Auctioneers reserve the right to sell it privately at no less than any reserve price set for it without further consultation with the Vendor.

**14. Warranty and Inspection of Lots:**

14.1 The Auctioneers' knowledge of the Lots is dependent on information provided by the Vendor who has warranted as to its accuracy. The Auctioneer does not carry out exhaustive due diligence on each Lot. The information supplied is not a representation of fact but a statement of opinion on the basis of the evidence available to them. Bidders acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots in which they may be interested.

14.2 Where the Vendor has declared any health and safety issues regarding a Lot or the Auctioneers have become aware of any such issues details of the matter will be available to bidders at the Auctioneers office on the saleground.

14.3 It will be for the bidders to satisfy themselves as to health and safety matters. Bidders, including the Purchaser, acknowledge that Lots have generally been used and are of an age and type which means they are not in perfect condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.

- 14.4 The Purchaser must satisfy himself prior to bidding for a Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated, no warranty is given by the Auctioneers to the Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Purchaser's responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.
- 14.5 If a Lot is described at the time of the sale as in "working or running order" that Lot is understood to have no defect which renders it incapable of the reasonable work for which it is intended. Any Lot so described must have a key, control box, PTO shaft, starting handle, etc, as appropriate.
- 14.6 A Lot including any electrical item will have been inspected by an electrician. Where electrical equipment is sold without specific instructions for its use it is the responsibility of the Purchaser to seek independent advice as to its safe operation. The Auctioneers shall have no liability for the safe operation of the item by the Purchaser.

**15. Vehicles and Trailers:**

- 15.1 All express and implied conditions and warranties relating to any vehicle are excluded so far as the law allows.
- 15.2 Bidders are advised that if a vehicle is described as unroadworthy it is illegal for it to be used on the road in Great Britain unless it is put into roadworthy condition.
- 15.3 Any reference to the year of a motor vehicle refers to the year in which it was first registered in the United Kingdom.
- 15.4 A person on becoming the Purchaser of any vehicle or trailer is forthwith responsible for complying with all the legal requirements as to the roadworthiness construction and use of such vehicle or trailer and for obtaining all certificates permits or other authorisations necessary before such vehicle or trailer can be used on the road. If the vehicle or trailer is not roadworthy it is the Purchaser's responsibility to ensure its removal from the saleground in a safe manner and if it is thereafter to be used on the road to put it into roadworthy condition.
- 15.5 The Purchaser warrants that he has third party liability insurance for his use of the vehicle or trailer.
- 15.6 Following the sale of any vehicle the Auctioneers shall not pay over the sale proceeds to the vendor until the vendor has given the Auctioneer the V5c registration book for that vehicle, a signed declaration that the registration book is lost or a declaration of non-registration or the purchaser confirms that he has now obtained a V5c document for the vehicle.

**16. Reserve Price:**

- 16.1 The Vendor shall be entitled to place a reserve price on any Lot prior to the sale being the minimum amount for which the Lot may be sold.
- 16.2 Such reserves shall be advised to the Auctioneers in writing no later than 9am on the day of sale or start of online sale. Unless given in person to the Auctioneer or stated on the entry form, any such instruction shall not be binding unless the Auctioneer has confirmed his receipt of it in writing.

**17. Bidding:**

- 17.1 Bidders are required to register their details before bidding and to supply any information or references required by the Auctioneers before the auction in which they intend to bid or before the Auctioneers will accept any form of bid, whether by commission, telephone or otherwise. Proof of the Bidder's identification (photo identification and proof of current address) will be required at the time of registration.
- 17.2 Any person intending to bid as an agent for a potential Purchaser must notify the Auctioneers in advance of the sale and confirm the arrangements for payment of the goods to the satisfaction of the Auctioneers.
- 17.3 The Auctioneers may accept written instructions to bid on behalf of any prospective Purchaser but with no liability in the case of any error arising out of such instructions. Any instructions accepted shall be at the risk of the prospective Purchasers who will be deemed to have viewed the Lot. The Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for a Lot. It is the responsibility of the bidder to ascertain if he has been successful.
- 17.4 The Auctioneers may at their discretion make arrangements to receive bids over the internet, telephone or otherwise from prospective Purchasers not physically present at the sale. Where such a facility is offered prospective Purchasers wishing to use it must register with the Auctioneers in advance of the sale. The Auctioneers accept no liability in relation to telecommunications facilities and connections nor to the means by which such prospective Purchasers may seek to communicate with the Auctioneers.
- 17.5 Bids shall be made exclusive of VAT and buyer's premium which may apply.
- 17.6 The Auctioneers may refuse to accept the bidding of any person without giving any reason.
- 17.7 No Vendor shall bid for any Lot that he has entered into the sale.
- 17.8 Where the Lot is offered for sale on the dissolution of a partnership Clause 16(vii) does not apply.
- 17.9 The person who makes the highest bid acceptable to the Auctioneers shall be the Purchaser on the fall of the hammer.
- 17.10 A bidder is deemed to have inspected any Lot for which he is bidding and if successful in that bidding agrees to take it with all faults and imperfections and to be responsible for ensuring its subsequent compliance with the law.
- 17.11 The Purchaser warrants that he is able to pay in accordance with these conditions.
- 17.12 In the event of a dispute between two or more bidders as to which is the Purchaser the dispute shall be settled at the absolute discretion of the Auctioneers.
- 17.13 Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.

**18. Payment by Purchasers:**

- 18.1 Unless otherwise agreed with the Auctioneers the Purchaser shall pay the Auctioneers in full within 7 working days of the sale for the Lot(s) purchased together with any charges, buyer's premium, or other payment due under these conditions and before removing that Lot(s) from the saleground.
- 18.2 That payment is to be by a means approved by the Auctioneers.

- 18.3 Where the Purchaser offers cash in settlement the Auctioneers will not accept more than £7,500 (seven thousand five hundred pounds) for transactions at any one sale in order to comply with the Money Laundering Regulations 2007.
- 18.4 Where a Purchaser defaults on a payment the Auctioneers reserve the right to re-sell the Lot and to charge the Purchaser for any expenses and loss incurred by reason of the failure of the Purchaser to complete his purchase and to retain any profit that may arise from the resale.
- 18.5 The Auctioneers reserve the right to charge the Purchaser interest on any payment outstanding from five working days after the sale together with any reasonable debt recovery charges such rates and charges for all transactions to be those prescribed for commercial debts by the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
- 18.6 If the Auctioneers have paid the Vendor the sale proceeds due for a Lot before the Purchaser has paid the Auctioneers in full for the Lot then the Auctioneers shall have a lien on the Lot until the outstanding amount is paid by the Purchaser to the Auctioneers.
- 18.7 In the event of any sale by the Purchaser of a Lot before full payment has been made the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers to discharge the lien referred to at Clause 17(vi).

**19. Responsibility of Lots:**

- 19.1 From the fall of the hammer for a Lot that Lot is the liability of the Purchaser who is responsible for its safe use any damage to it and for complying with all legal requirements.
- 19.2 The Auctioneers reserve the right to charge for handling and storage of any Lot remaining on the saleground longer than 8 days after the date of sale notwithstanding Clause 18(i) above.

**20. VAT:**

- 20.1 Value Added Tax at the standard rate will be charged on all lots marked with a "V" in the catalogue or otherwise announced at the time of sale.
- 20.2 All lots sold on behalf of non registered Vendors will be sold under the VAT Auctioneers Margin Scheme unless written instructions are given to the contrary. Any registered Vendor trading goods under the General Margin Scheme and requiring the goods to be sold under the Auctioneers Scheme must enter such goods on a separate form clearly stating that they are to be sold under the respective schemes.
- 20.3 Where the Vendor does not advise the Auctioneers of the appropriate rate of or status for VAT of a Lot the Auctioneer will apply the rate or status that appears appropriate from the information available to them and will not accept liability for any errors.
- 20.4 The Vendor agrees that the Auctioneers shall issue a self billed invoice in respect of all Lots sold and that the Vendor will not raise his own VAT invoice for the supply of such Lots.
- 20.5 The Auctioneers will add VAT at the appropriate rate to the hammer price of a Lot.
- 20.6 Where the Vendor does not advise the Auctioneers of the appropriate rate of or status for VAT of a Lot the Auctioneer will apply the rate or status that appears appropriate from the information available to them and will not accept liability for any errors.

- 20.7 Overseas purchasers from EC countries will be required to supply the Auctioneer with their VAT/Fiscal number (which will be verified with UK Customs and Excise) and other relevant information as requested in order that the items may be invoiced at zero rate for VAT purposes. However you will be requested to pay a VAT deposit equivalent to the standard rate of UK VAT on all lots subject to VAT on the purchase price as stated in the catalogue and any addendum marked with a 'V' and/or stated at the time of bidding. The goods must be sent or transported out of the UK to a destination in another EC member state. It is the responsibility of overseas purchasers from EC countries to ensure that they or their haulier complete and sign a CMR document and collection certificate on collection of the goods purchased and that the signed CMR is returned to the Auctioneers' office following delivery of the goods. The original collection certificate must be left with the Auctioneer. Upon the above requirements being met in full, a refund of the VAT deposit will be made to the purchaser. Failure to do so will result in the VAT deposit being paid over to Customs and Excise as VAT.
- 20.8 Overseas purchasers from countries outside the European Union will be required to pay a VAT deposit equivalent to the standard UK rate of VAT on the Lot which will be refunded if within three months of the sale the Auctioneers are supplied with a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the Lot, failing which the VAT deposit will be paid over to HMRC.

## **21. Notification of a Defective Lot**

- 21.1 Where a Purchaser alleges a breach of any warranty for a Lot, he shall notify the Auctioneers in writing clearly stating details of the alleged breach as soon as practicable and no later than 5pm on the Monday following the date of the sale and in any event before the Lot is removed from the United Kingdom.
- 21.2 No Lot shall be subject to the complaints procedure unless paid for and any such payment subsequently stopped or dishonoured shall not constitute payment.
- 21.3 The Purchaser shall make the Lot available for inspection in the United Kingdom by the Vendor, the Auctioneers and the duly appointed agents of either within five working days following the day on which the notification of the defective Lot is received.
- 21.4 If there is a complaint against the Auctioneers it will be handled under the complaints procedure established by the Auctioneers to handle formal complaints made against their business.
- 21.5 If the complaint is against the Vendor, the Auctioneers will notify the Vendor of the alleged breach as soon as reasonably practicable and in the event of continuing disagreement any dispute will be handled under Clause 3.5. The Auctioneers' obligation to account to the Vendor for the sale shall be suspended until they are satisfied that the dispute has been settled.

## **22. Resale Due to Failure to Comply With These Conditions:**

- 22.1 Where a Lot has been sold to a Purchaser who then fails to comply with the conditions the Auctioneers may, without prejudice to any other rights they may have, resell that Lot either by public auction or private contract. If the price achieved on resale is less than hammer price together with expenses arising the deficit shall be due as a debt from the original Purchaser .
- 22.2 The defaulter shall not be entitled to any part of the proceeds which may arise by such a re-sale which shall remain the property of the Auctioneers.

22.3 Expenses due from the defaulter shall be deemed to include the Auctioneers' commission on the re-sale and all other expenses that would be due on a sale under these conditions.

**23. Auctioneers' Right to Annul a Sale of a Lot:**

Before making payment to the Vendor in the event of any dispute or refusal to pay on the part of the Purchaser the Auctioneers may entirely at their discretion annul and cancel the sale of such a Lot or Lots.

**24. Removal of Lots From The Saleground:**

24.1 No Lot whether sold or unsold may be removed from the saleground without the written authority of the Auctioneers. Pass Outs for such removal must be obtained from the Auctioneers' offices and each Lot will be checked out by the Auctioneers or their duly authorised representative. The Auctioneers accept no liability for Lots while on the saleground whether sold or unsold.

24.2 Any Lot which (without the express written consent of the Auctioneers) has not been collected within six months from the day on which it was sold or last offered for sale or such other period as shall have been announced in the special conditions will be deemed to be abandoned. The Auctioneers will then be entitled to dispose of such an abandoned Lot at their unfettered discretion. For the avoidance of doubt, any monies arising from such a disposal will be paid to and retained by the Auctioneers.

**25. Loading/Unloading Services:**

A forklift is available free of charge to assist with the loading/unloading of lots and a loading ramp is also available. These facilities are provided entirely at the risk of the Vendor or Purchaser who must be responsible for supervision and the Auctioneers accept no liability whatsoever. Loading will only be undertaken in daylight hours for safety reasons.

**26. Payment to Vendors:**

26.1 Subject to Clauses 26.3, 26.4 and 26.5 the Auctioneers shall issue payment of the sale proceeds for a Lot to the Vendor on the eighth day after the sale provided the Auctioneers shall have received the same.

26.2 Monies received from Purchasers will be held by the Auctioneers in a separate identifiable Clients' Account.

26.3 Should there be notification by the Purchaser of a defective Lot or Lots pursuant to Clause 3 then the procedure set out in that Clause shall be followed and the sale proceeds dealt with accordingly.

26.4 Notwithstanding Clause 25(i) in the event of any debt of the Vendor being owed to the Auctioneers the latter shall have the right to set off such debt against the sale proceeds.

26.5 Following the sale of any vehicle the Auctioneers shall not pay over the sale proceeds to the Vendor until the Vendor has given to the Auctioneers the V5c registration book for that vehicle, a signed declaration that the registration book is lost or a declaration of non-registration or the purchaser confirms that he has now obtained a V5c document for the vehicle.

**27. Unsold Lot Disposal:**

The auctioneers reserve the right to dispose of any lots not attracting a bid and still remaining on the sale ground 14 days after the sale date. Disposal charges will also be applicable.

## **28. Data Protection**

- 28.1 The Auctioneers will request and use personal information from Clients and, where that personal information is considered to be 'Personal Data' as defined in the General Data Protection (EU) Regulation 2016/679 (the 'GDPR'), that personal data will be processed according to this clause 27 and our full privacy policy ('Privacy Policy'), a copy of which is available on the York Auction Centre website at [www.ylc.co.uk](http://www.ylc.co.uk). In respect of the personal data of Clients processed according to this clause 27, the Auctioneers will act as a controller.
- 28.2 The personal information collected by the Auctioneers from a Client may include the Client's name, proof of identify and financial information. The Auctioneers do not envisage that they will collect 'sensitive personal data' but will seek the Client's consent before doing so.
- 28.2 The legal basis on which the Auctioneers will process personal data will usually be that the processing of personal data is necessary for the performance of a contract to which the Client is a party or in order to take steps at the Client's request prior to entering into a contract. In certain circumstances the Auctioneers may also rely on certain other legal justifications for processing personal data, such as consent to the processing (where that consent has been obtained lawfully from the Client), where the processing is necessary for the purposes of the legitimate interests pursued by the Auctioneers (which will be explained to the Client) or where the processing is necessary for compliance with a legal obligation to which the Auctioneers are subject.
- 28.4 Personal data collected from a Client according to this clause 28 may be used for the following purposes:
- The provision of auction-related services
  - Client administration
  - Marketing
  - The supply of Client services, or
  - As required by law.
- 28.5 The Auctioneers may send marketing material about its services to the Client where it has obtained the consent of the Client to do so or if the services are similar to those which the Auctioneers have previously provided to the Client and the Client has been given the opportunity to opt out of future marketing at the time of the collection of that personal data. On sending the Purchaser or Vendor electronic marketing material, the Auctioneers will offer the Client the option of opting out of receiving further electronic marketing material with each such communication. The Client may opt out of receiving marketing material by post by contacting the Auctioneers' Compliance Officer using the contact details provided below.
- 28.6 For the purposes of providing the services to the Client, the Auctioneers may share the Client's personal data with third parties such as the Purchaser or Vendor following an auction, or to our partners who provide third party support for our Auctions services including but not restricted to: credit and reference providers for referencing purposes, auction related services such as shipping and haulage, to help prevent dishonesty and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention, and to relevant solicitors.
- 28.7 The Auctioneers may be required to share personal data with organisations that are outside of the European Economic Area. Where the Auctioneers share personal data in this way they will either do this in order to conclude or perform a contract to which the Client is a party or they will take other appropriate safeguards to protect that personal data. For further information of the appropriate safeguards referred to in this clause please contact the Compliance Officer at the Auctioneers using the contact details provided below.

- 28.8 The Client has a number of rights under the GDPR including being able to request a copy of the personal data held about him/her (a 'right of access'). A right of access can usually be exercised without a charge being paid to the Client unless the requests from the Client are manifestly unfounded or excessive. To exercise the right of access the Client should contact The Compliance Officer at York Auction Centre using the contact details provided below. For further details of the rights available to him/her under the GDPR, the Client should refer to the full Privacy Policy.
- 28.9 Further details of the processing of the Client's personal data can be found in the full Privacy Policy.
- 28.10 Further details about the processing of personal data can be obtained from, and queries should be directed to, The Compliance Officer at York Auction Centre, on 01904 489731 and whose email address is [rp@stehenson.co.uk](mailto:rp@stehenson.co.uk).
- 28.11 Clients should note that telephone calls to the Auctioneers relating to auction bids may be recorded.

**29. Applicable Law:**

These conditions shall be governed by and construed in accordance with the law of England and Wales. All transactions to which these conditions apply and all connected matters shall also be governed by the law of England and Wales.

October 2021