

## TERMS & CONDITIONS

### GENERAL

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

#### 1. Definitions

In these Conditions:

- 1.1 "Auction" means the auction sale in respect of which a Lot is consigned for sale
- 1.2 "Auctioneer" means the representative of Brightwells conducting the Auction
- 1.3 "Brightwells" means Brightwells Limited
- 1.4 "Buyer" means the person to whom a Lot is knocked down by the Auctioneer
- 1.5 "Buy It Now" means a Motor Vehicle sold by Brightwells on the Seller's behalf having a fixed price and sold in accordance with clause 12.2
- 1.6 "Catalogue" includes any advertisement, brochure, late entry list, estimate, price list or other publication
- 1.7 "Commission" means the percentage of the Hammer Price as agreed with the Seller
- 1.8 "Expenses" in relation to the sale of any Lot means Brightwells charges and expenses for insurance, storage, illustrations, cataloguing costs, special advertising, packing, freight and any Published Charges of that Lot and any VAT thereon and any Encumbrance
- 1.9 "Encumbrance" means any encumbrance or security interest of any kind whatsoever including without limitation a mortgage, charge, pledge, lien, hypothecation, restriction, right to acquire, right or pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, equity, trust arrangement or any other type of preferential agreement (such as a retention of title arrangement) having similar effect or any other rights exercisable by or claims by third parties
- 1.10 "Hammer Price" means the price in pounds sterling which a Lot is knocked down by the Auctioneer
- 1.11 "Indemnity Fee" means the percentage of the Hammer Price together with VAT thereon in accordance with the "Indemnity Information" section of the bidder's registration form
- 1.12 "Lot" means any item(s) consigned with the view to its or their sale at auction

- 1.13 "Motor Vehicle" means any item included or proposed to be included in a sale of motor vehicles
- 1.14 "Provisionally Sold" means the allocation by the Auction under Condition 12.1
- 1.15 "Published Charges" means such charges from time to time published by Brightwells
- 1.16 "Purchase Price" means the Hammer Price together with VAT thereon, the Indemnity Fee and any additional charges or Expenses due from any Buyer under Condition 22
- 1.17 "Reserve" means the minimum Hammer Price agreed between Brightwells and the Seller at which a Lot may be sold
- 1.18 "Sale Proceeds" means the net amount due to the Seller being the Hammer Price less the Seller's commission, any VAT thereon, Expenses and any other amount due to Brightwells from the Seller
- 1.19 "Seller" means the person who offers the Lot for sale
- 1.20 "Seller's Commission" shall have the definition given in Condition 9
- 1.21 "Trade Account" means
- 1.22 "VAT" means Value Added Tax applicable at the prevailing rate from time to time

## 2 Brightwells as Agent

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

## 3 Brightwells Discretion

- 3.1 Brightwells has the right at its sole discretion to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot and, in the case of dispute, to put any Lot up for auction again.
- 3.2 If Brightwells is notified about the Seller's alleged breach of any of the Conditions before it has remitted the Sale Proceeds to the Seller, it may at its sole discretion, withhold payment until that dispute is resolved. Brightwells may, however, deduct any sums that are due to it from the sum held.

## 4 Loss or Injury

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

## 5 Governing Law

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

## 6 Notices

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

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

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

6.1.3. In proving service by delivery :-

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

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

6.2 Brightwells do not accept service of any notice by facsimile or email.

## SELLER'S CONDITIONS

### 7 Warranty by Seller

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

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

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

7.1.3 The Seller has notified Brightwells in writing of any material alterations to the Lot of which the Seller is aware and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or

quality of the Lot and has provided Brightwells with all such information in the Seller's possession;

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

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

7.2 The Seller warrants that the information about the Lot given to Brightwells, and statements made about it, are true.

## 8 Reserves

8.1 The Seller may place a Reserve on any Lot prior to the Auction and once placed by the Seller may not be changed without the written consent of Brightwells. All Lots will be sold without Reserve unless a Reserve has been agreed by Brightwells in writing.

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

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

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

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

## 9 Commission and Expenses

9.1 Brightwells shall be entitled to deduct from the Hammer Price and retain the Commission plus VAT and Expenses and any other sums due from the Seller to Brightwells.

9.2 The Seller acknowledges Brightwells right to retain the Indemnity Fee payable by the Buyer in accordance with Condition 18.

## 10 Photography and Illustrations

The Seller permits Brightwells without payment to photograph and make illustrations of any Lot and to use at its discretion any photograph or illustration of or in respect of a Lot supplied

by the Seller, whether or not in conjunction with the Auction. The copyright in all photographs taken and illustrations made of any Lot by or on behalf of Brightwells shall be the absolute property of Brightwells.

## 11 Brightwells' Estimates and Descriptions

- 11.1 Brightwells make no warranty or representation as to the anticipated or likely selling price of any Lot. Any estimate given by Brightwells, whether written or oral and whether or not printed in any Catalogue, as to the estimated selling price of any Lot is a statement of opinion only and may be subject to revision from time to time at Brightwells' sole discretion and should not be relied upon as an indication of the actual selling price.
- 11.2 Brightwells shall not be liable to the Seller for any error or mis-statement in or omission from the description of any Lot in any Catalogue where:
  - 11.2.1 Brightwells have been provided with such description by the Seller or any person on his behalf; or
  - 11.2.2 Brightwells have provided the Seller with a copy of such description prior to publication of the Catalogue and neither the Seller nor any person on his behalf have notified Brightwells in writing within 7 days of any error or mis-statement in or omission from the description.
- 11.3 Brightwells has no duty to the Seller to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

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

- 12.1 Where the Lot has not reached its Reserve and the Auctioneer in his absolute discretion has allocated a Lot as Provisionally Sold to the highest bidder, 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.
- 12.2 Where the Seller instructs Brightwells to sell the Lot for a fixed price, Brightwells shall allocate the Lot to its "Buy it Now" scheme and use its endeavours to sell the Lot on behalf of the Seller at the price sort by the Seller together with Indemnity Fee thereon and the Buyer's attention is specifically drawn to the terms contained in the "Buy It Now" Catalogue.
- 12.3. Any sale by private treaty shall be subject to the Conditions or to commission and expenses as if it had been sold by Auction.

## 13 Insurance

- 13.1 The Lot shall at all times remain at the risk of the Seller until ownership of the Lot passes from the Seller under these Conditions.
- 13.2 Brightwells will not be responsible for any damage to or the loss or the destruction of a Lot unless caused by the negligence of Brightwells, its employees or agents in the ordinary course of their duties to Brightwells and the Seller will indemnify Brightwells against all claims and proceedings brought against Brightwells in respect of any loss or damage to the Lot.
- 13.3 Brightwells will not be liable for any injury, loss or damage caused by any Lot unless caused by the negligence of Brightwells, its employees or agents in the ordinary course of their duties to Brightwells or by the Seller who will indemnify Brightwells against all claims and proceedings brought against Brightwells in respect of such injury, loss or damage.

#### 14 Payment of Sale Proceeds

- 14.1 Where the Lot is not subject to any encumbrance Brightwells shall pay the Sale Proceeds to the Seller not later than 14 days after the Auction providing that the Purchase Price has been received in full by Brightwells, but where the Lot is subject to any Encumbrance Brightwells shall discharge such of the encumbrance from the Sale Proceeds and shall pay the net Sale Proceeds (if any) to the Seller not later than 14 days from the date on which Brightwells receives a certificate of discharge from the encumbrancer.
- 14.2 Unless an alternative method of payment has been agreed by Brightwells in writing, payment shall be made by sending to the Seller a cheque drawn on Brightwells' bank account by first class post at the Seller's risk.
- 14.3 If the Purchase Price has not been received in full by Brightwells within the time specified in Condition 14.1 Brightwells will pay the Sale Proceeds to the Seller within five working days after the date on which the Purchase Price is received in clear funds from the Buyer.
- 14.4 Brightwells reserves the right not to remit the Sale Proceeds to the Seller unless the Seller has deposited with Brightwells the V5 or V5C registration document in the case of a UK registered vehicle or, in the case of a non-UK registered vehicle, the appropriate documents of title relevant and appropriate to the country of registration of the vehicle, and any other documentation relating to the vehicle in the Seller's possession or control which he agreed with Brightwells to supply.
- 14.5 If the Buyer fails to pay the Purchase Price within 14 days of the Auction, Brightwells will notify the Seller who may instruct Brightwells as to the appropriate course of action. Brightwells will endeavour to assist the Seller but Brightwells shall be under no obligation to institute proceedings in its own name.

- 14.6 In the absence of any written instructions from the Seller to Brightwells within 7 days of Brightwells having notified the Seller under 14.5 above then Brightwells shall be entitled to do any of the following :-
- 14.6.1 To agree terms for the payment of the Purchase Price;
  - 14.6.2 To remove, store and insure the Lot;
  - 14.6.3 To settle claims and/or proceedings made by or against the Buyer on such terms as Brightwells shall at its absolute discretion think fit;
  - 14.6.4 To take such steps as Brightwells shall at its absolute discretion consider necessary to collect the monies due from the Buyer;
  - 14.6.5 Where appropriate to rescind the sale and refund any monies to the Buyer;
  - 14.6.6 To offer the Lot for re-sale, by Auction or private treaty, with or without Reserve;
  - 14.6.7 Where appropriate to rescind the contract with the Buyer and to purchase the Lot itself. If it does so, property in the Lot shall pass to Brightwells on its election and Brightwells shall remit the Purchase Price to the Seller within fourteen days of its election less the commission and Expenses or sums due to Brightwells which would have been payable had the contract not been rescinded;
  - 14.6.8 To appoint a solicitor and/or other agent to pursue any of the courses of action referred to in sub-paragraphs 14.6.1 to 14.6.2 above and the Seller authorises Brightwells to take any of the courses referred to in this Condition, including the issue and prosecution of proceedings on the Seller's behalf.
- 14.7. Any monies recovered by and paid to Brightwells in consequence of Brightwells taking one or more of the steps referred to in Condition 14.6 shall be applied to the payment of :-
- 14.7.1 Legal or other costs incurred by Brightwells in connection with such steps; and then
  - 14.7.2 Expenses ; and then
  - 14.7.3 The Buyer's Indemnity Fee and the Seller's Commission on the sale of the Lot;
  - 14.7.4 Any balance remaining shall be paid by Brightwells to the Seller (or, if appropriate, the Buyer). In the event that there shall be a shortfall, any such shall be made good by the Seller to Brightwells on demand.
- 14.8. In the event that within 7 days of receipt of the notice referred to in Condition 14.6 the Seller informs Brightwells that he wishes to take re-delivery of the Lot, he shall be entitled to do so but only upon prior payment of all commissions earned by Brightwells on the sale of the Lot together with Expenses and all legal and other costs incurred by Brightwells so as to provide Brightwells with a full indemnity.

## 15. [Withdrawal Fees](#)

- 15.1 The Seller may by notice in writing to Brightwells withdraw the Lot from the Auction. If the seller does so prior to the publication of the Catalogue, he shall be liable to pay Brightwells 5% or an amount equal to the commission Brightwells would have received from the Seller if less than 5% of the estimated value of the Lot. The estimated value shall be the higher of:
- 15.1.1 The Seller's estimate of value as previously notified to Brightwells or, if more than one figure, the highest figure or, if none;
- 15.1.2 The value estimated in the Catalogue, or if more than one figure is given, the highest figure;
- 15.1.3 Plus in either case VAT on such fee and expenses.
- 15.2 A fee equal to the commission referred to in 15.1 above plus an amount equivalent to the Buyer's commission and VAT and expenses will be charged if the Lot is withdrawn after a Catalogue referring to the Lot shall have been published.
- 15.3. In the event that the Seller withdraws the Lot from the Auction, the Seller shall arrange for collection and removal of the Lot at his own expense within two working days after the date of withdrawal provided that the Seller may not collect the Lot unless and until any withdrawal fee payable under Conditions 15.1 and 15.2 shall have been paid in full.
- 15.4. If Brightwells has reasonable cause for believing that either the Seller is in breach of any one or more of the warranties set out in Condition 7 or Brightwells and/or the Seller may be restrained by Order of any Court or other competent authority from selling the Lot, Brightwells may by giving notice in writing to the Seller decline to sell the Lot and Conditions 15.1, 15.2 and 15.3 above shall apply as if the notice from Brightwells were a withdrawal of the Lot by the Seller.
- 15.5. The Seller shall reimburse to Brightwells any legal or other costs reasonably incurred by it in investigating any claim concerning the ownership of a Lot and/or the Seller's right to sell the Lot, the accuracy of the description of the Lot contained in the Catalogue or in defending any claim relating thereto and Brightwells shall be entitled to withhold the amount of such costs from any payment due to be made to the Seller in accordance with Condition 14.
- 15.6. Brightwells may set off any monies due to it from the Seller, including without limitation withdrawal fees and any costs incurred by it under Condition 15 against any sale proceeds due to the Seller in respect of the same or any other Lot deposited with Brightwells by the Seller.

## 16. Removal and Storage

- 16.1. The seller shall arrange for the removal of any unsold lot by 1.00pm the day following the Auction or by such other time as agreed by Brightwells.

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

## THE BUYER'S CONDITIONS

### 17. The Buyer

- 17.1. The Buyer shall be the highest bidder at the Hammer Price. Any dispute as to any bid shall be settled by the Auctioneer at his absolute discretion.
- 17.2. Where the Auctioneer declares a lot to be "Provisionally Sold" the Buyer makes an irrevocable invitation to treat with the Seller and in such circumstances the Seller accepts the bid made by the Buyer the contract of sale is made on the Seller's acceptance of the Buyer's bid, otherwise 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.
- 17.3. Every bidder shall be deemed to act as principal unless prior to the commencement of the Auction there is a written acceptance by Brightwells that a bidder acts as agent on behalf of the named principal.
- 17.4. No person shall be entitled to bid at the Auction without first having completed and delivered to Brightwells a bidder's registration form together with such deposit as may from time to time be required by Brightwells details of which are published on the day of the Auction.

### 18. Indemnity Fee

The Buyer shall pay Brightwells the Indemnity Fee and the Buyer acknowledges that Brightwells may also receive the Seller's Commission due to Brightwells under Condition 9.

### 19. Value Added Tax

VAT payable by the Buyer on the Hammer Price may be refundable by H.M. Customs and Excise on proof of export. Brightwells makes no warranties in this regard.

### 20. Payment

- 20.1 Save where the Auctioneer declares a Lot "Provisionally Sold", a contract of sale is made between the Seller and the Buyer on the acceptance of a bid by the fall of the

Auctioneer's hammer. Brightwells is not a party to the contract of sale and has no liability for any act or default by the Seller or the Buyer.

- 20.2 Immediately a Lot is sold, the Buyer shall :-
  - 20.2.1 Give to Brightwells his name and address and, if so requested, proof of identity if he has not already done so; and
  - 20.2.2 Pay to Brightwells the Purchase Price unless credit terms have been agreed with Brightwells in writing before the Auction.
- 20.3. Full payment for all Lots must be made to Brightwells by means of bankers draft, cash (to a Sterling equivalent of €15,000), telegraphic transfer, debit or credit card in pounds sterling or the currency in which the sale was conducted. An additional fee will be charged on all payments made by credit card. Where the Buyer wishes to pay by cheque and Brightwells has agreed that the Buyer may do so, the Lot will not be released until the cheque has been cleared. Where the Buyer wishes to pay by cash or credit card a fee shall be payable as detailed in the Published Charges.
- 20.4. No Lot may be collected until the Purchase Price has been received by Brightwells and payments by a Buyer to Brightwells may be applied by Brightwells towards any sums due from that Buyer to Brightwells on any account whatsoever notwithstanding any directions to the contrary by the Buyer or his agent whether express or implied.
- 20.5. The ownership of the Lot will pass to the Buyer only when the Purchase Price in cleared funds has been received by Brightwells.
- 20.6 Immediately a Lot is sold the risk shall pass to the Buyer notwithstanding that possession will not be given and ownership will not pass to the Buyer before payment of the Purchase Price and Brightwells will not be responsible for any damage to or the loss or the destruction of the Lot or any injury, loss or damage caused by the Lot unless caused by the negligence of Brightwells, its employees or agents in the ordinary course of their duties to Brightwells and the Buyer will indemnify Brightwells against all claims and proceedings brought against Brightwells in respect of any loss or damage to the Lot or injury, loss or damage caused by it.

## 21. Removal of Purchases

- 21.1 The Buyer shall, at his own expense, remove the Lot purchased not later than the day and time specified on the bidder's registration form but not before payment in full to Brightwells of the Purchase Price whether in respect of this or any other Lot.
- 21.2. The Buyer shall be responsible for all removals, storage, insurance and other charges on any Lot not taken away at the day and time specified in Condition 21.1 above.

## 22. Responsibility for Lots Purchased

- 22.1 The Buyer will be responsible for loss or damages to a Lot purchased by him from the fall of the hammer and neither Brightwells nor its employees or agents shall be responsible for any loss or damage unless caused by the negligence of Brightwells, its employees or agents in the ordinary course of their duties to Brightwells whilst the Lot is in Brightwells custody or in its control.
- 22.2 It shall be the responsibility of the Buyer to ensure that any Motor Vehicle purchased at Auction complies with the appropriate statute or regulation for driving, using or transporting it and for ensuring that any necessary test certificate is in force.
- 22.3 The Buyer shall be responsible for all removals, storage, insurance and other charges on any Lot not taken away at the day and time specified in Condition 21.1 above.

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

- 23.1 If the Purchase Price is not paid in full in accordance with the above conditions Brightwells, as the agent of the Seller shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following remedies:
  - 23.1.1 To charge interest at a rate not exceeding 1.75% per month on so much of the total amount due as remains unpaid after the date and time referred to in condition 21.1;
  - 23.1.2 To remove, store (either at Brightwells' premises or elsewhere) and insure the Lot at the expense of the defaulting Buyer;
  - 23.1.3 To retain that or any Lot sold to the same Buyer at the same or any other auction and to release it only after payment of the total amount due;
  - 23.1.4 To reject or disregard any bid or bids made by or on behalf of the defaulting Buyer at any future auction or to require payment of a deposit before any future bid made by or on behalf of that Buyer;
  - 23.1.5 To apply any money due or to become due to the defaulting Buyer in or towards settlement of the total amount due and to exercise a lien on any property of the defaulting Buyer which is in Brightwells' possession for any purpose.
- 23.2 If the Buyer fails to make payment within 7 days after the date and time referred to in condition 21.1, Brightwells shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following additional remedies:
  - 23.2.1 To proceed against the Buyer for damages for breach of contract;
  - 23.2.2 To cancel the sale of that or any other Lot sold to the defaulting Buyer at the same or any other auction notwithstanding the total amount due in respect of such other Lot shall have been paid;

- 23.2.3 To re-sell the Lot or cause it to be re sold by public auction or private sale, and, if this results in a lower price being obtained, the defaulting Buyer shall pay to Brightwells any deficiency, together with re-sale costs and costs incurred in connection with the Buyer's failure to make payment and any surplus shall belong to the Seller.
- 23.3 If the Lot is not taken away on the date and time referred to in condition 21.1, whether or not the purchase price has been paid, Brightwells shall remove, store (either at Brightwells' premises or elsewhere) and insure the Lot at the expense of the defaulting Buyer and only release the Lot after payment of the total amount due.
- 23.4 If the Buyer fails to collect the Lot within 14 days after the date and time referred to in condition 21.1, Brightwells shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following additional remedies:
- 23.4.1 To cancel the sale of the Lot;
- 23.4.2 To re-sell the Lot or cause it to be re-sold by public auction or private sale and to set off the total amount due in respect of that Lot against the sale proceeds and any surplus shall belong to the defaulting Buyer.

#### 24. Liability of Brightwells and the Seller

- 24.1. The Buyer shall at his own expense satisfy himself as to the condition, roadworthiness and veracity of any announcement made by the Auctioneer as to condition and the Buyer's attention is specifically drawn to the "Statement of Condition" section of the bidder's registration form. Brightwells has to rely on information as to date, condition and authenticity provided by Sellers and does not, and cannot, undertake its own inspection of vehicles or other Lots to establish whether the vehicle or other Lot conforms with the description in the catalogue. It is the responsibility of the Buyer to carry out such inspection as he thinks necessary.
- 24.2. No warranty is given by Brightwells as to the accuracy of the description of any Lot in any Catalogue or any announcement made by the Auctioneer or as to the age, authenticity, suitability, provenance, attribution, origin, condition, fitness for purpose, merchantable or satisfactory quality of any Lot or roadworthiness of any Motor Vehicle.
- 24.3. In bidding for any Lot, the Buyer acknowledges that he does not rely on any representation made to him by Brightwells, its employees or agents unless such representation has been confirmed by Brightwells in writing prior to the Auction.
- 24.4. In any event :-
- 24.4.1 Brightwells shall only be liable for losses that are foreseeable; and
- 24.4.2 The maximum liability of Brightwells, its employees or agents to a Buyer shall be limited to the Hammer Price of the relevant Lot and the Buyer's Indemnity

Fee (if paid by the Buyer) and the maximum liability to the Seller shall be the Sale Proceeds of the Lot.

25. Absentee Bids

Whilst the interest of prospective Buyers are best served by attendance at the Auction, Brightwells will if so instructed execute bids on behalf of prospective bidders. Brightwells, its agents or employees shall not be responsible for any default relating to telephone, fax or other absentee bids including without limitation any telecommunications fault or failure.

**MISCELLANEOUS**

- 26.1. The benefit and burden of the Conditions may not be assigned by the Seller or the Buyer without Brightwells' prior agreement in writing.
- 26.2. If any Condition or any part of any Condition shall be held to be unenforceable or invalid such unenforceability or invalidity shall not affect the enforceability and validity of the remaining conditions or the remainder of the relevant condition.
- 26.3. The headings and numbering used in the Conditions are for convenience only and shall not affect their interpretation.
- 26.4. Reference to the male gender shall be deemed to be a reference to male or female as appropriate.
- 26.5. Any concession or latitude allowed by Brightwells shall not affect Brightwells' rights under or release the Seller to the Buyer from liability in respect of the Conditions.