

CONDITIONS OF SALE

Annexed to Auctioneer's Instructions

Definitions

“the Vendor” means the Park Owner selling as an involuntary bailee under the Torts (Interference with Goods) Act 1977.

“the Auctioneer” means Iramco Projects Ltd t/a Town and Country Property Auctions Yorkshire.

“the Purchaser” means the person recorded by the Auctioneer as the highest accepted bidder for a Lot.

“Lot” or “Lodge” means each individual caravan or mobile home offered for sale. Each Lot comprises a single Lodge only; Lots are not grouped, combined, or sold as blocks or packages, and each Lodge is listed and sold separately.

“the Deposit” means the holding deposit of £250 per Lot payable at the fall of the hammer under Condition 5. The Deposit is credited against the purchase price of that Lot on completion, and is refundable in full to the Purchaser if the Vendor exercises the Right to Rescind under Condition 6.

“Redemption Period” means the period of 28 days beginning on the day after the auction, as set out in Condition 6.

“Auction Fees” means the buyer's fee and VAT payable by the Purchaser under Condition 5 (no admin fee is charged). Auction Fees fall due only after expiry of the Redemption Period.

“Legal Fees” means the Legal Fees paid to Immisol Solicitors for their legal services.

Title

1. The Vendor sells as an involuntary bailee. The Vendor makes no representation as to title and gives no warranty under section 12 of the Sale of Goods Act 1979.
2. Section 12(3), (4) and (5) of the Sale of Goods Act 1979 apply. The Purchaser takes such title as the Vendor is able to convey.
3. The Purchaser acknowledges that the Vendor is exercising a statutory power of sale in respect of goods left uncollected.

Sold as seen — no representations

EACH LOT IS SOLD STRICTLY AS SEEN, WHERE IS, WITH ALL FAULTS. THE PURCHASER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE.

1. Each Lot (comprising a single Lodge, sold and offered individually and not as part of any block or group) is sold as seen, where is, with all faults, defects and imperfections, whether latent or patent, apparent or not apparent, and whether or not disclosed.
2. No warranty, representation, guarantee, undertaking or assurance of any kind is given by the Vendor or by the Auctioneer as to: (a) condition; (b) quality; (c) fitness for any purpose whatsoever; (d) roadworthiness or towability; (e) habitability or compliance with residential standards; (f) age, year of manufacture, mileage or provenance; (g) presence or absence of asbestos, damp, mould, infestation, structural defects, water ingress or gas / electrical / plumbing defects; (h) compliance with any statute, regulation, British Standard, park rule, site licence or code of practice; (i) the existence, transferability or validity of any pitch, siting right, service connection or utility supply; or (j) the entitlement of any occupier or the absence of adverse third-party claims.

3. No physical inspection of the Lot, or of any mobile home within it, is available prior to bidding. Prospective purchasers are deemed to have reviewed all photographs, descriptions, specifications, and other information provided by the Vendor, and to have satisfied themselves as to condition on that basis. The Lot is sold as seen, based on the information provided, and the Purchaser accepts it on that basis.
4. All statements in the catalogue, on the Auctioneer's website, in any advertisement, and any oral statement by the Auctioneer or the Vendor or their staff are statements of opinion only, are given without responsibility, and do not form part of the contract of sale.
5. To the fullest extent permitted by law, all terms, conditions and warranties (statutory, express or implied) as to satisfactory quality, fitness for purpose and description are excluded. Sections 13, 14 and 15 of the Sale of Goods Act 1979 do not apply.
6. The Purchaser shall have no right to reject any Lot, or any mobile home within it, or to claim any reduction in price, refund, damages or set-off, on the ground of condition, description, quality or fitness for purpose.
7. This clause survives completion of the sale.

Bidding and Contract

1. The highest bidder accepted by the Auctioneer shall be the Purchaser.
2. A contract of sale is formed on the fall of the hammer or equivalent electronic confirmation, subject to the Vendor's Right to Rescind at Condition 6.
3. The Auctioneer may refuse any bid, withdraw any Lot, or reopen bidding in the event of dispute.
4. Legal Fees incurred by the Vendor are fixed at £300.00 plus VAT, payable by the Purchaser within 7 days of the elapse of the Redemption Period.

Payment: deposit, hammer price, and auction fees

1. At the fall of the hammer, the Purchaser shall immediately pay to the Vendor a holding deposit of £250 per Lot ("the Deposit"). The Deposit shall be credited against, and forms part of, the purchase price for that Lot; it is not an additional sum payable over and above the hammer price.
2. The Purchaser shall pay the balance of the hammer price (being the hammer price less the Deposit already paid) in full and in cleared funds within 7 working days of the Bid being accepted.
3. Payment shall be made by Bank Transfer. Cash payments will not be accepted.
4. The buyer's fee of £1,000.00 plus VAT per Lot is payable by the Purchaser but shall not be invoiced or collected by the Auctioneer until after expiry of the Redemption Period, once the sale of that Lot has become unconditional. No admin fee is charged.
5. If the Vendor exercises the Right to Rescind under Condition 6, the Deposit and any part of the hammer price paid shall be refunded in full to the Purchaser within 24 hours. As the buyer's fee is only payable after expiry of the Redemption Period, none will have been collected, and none shall become due in respect of a rescinded Lot.
6. If the Purchaser fails to pay the Deposit or any subsequent sum on time, the Auctioneer may rescind the sale, forfeit the Deposit, retain any sums already paid, and re-offer the Lot. In such event Condition 8 shall apply.
7. Risk in each Lot passes to the Purchaser on expiry of the Redemption Period. Title passes on receipt of cleared funds AND expiry of the Redemption Period without rescission.

Vendor's Right to Rescind — 28-day redemption period

THIS IS A MATERIAL TERM OF THE SALE. THE PURCHASER'S ATTENTION IS SPECIFICALLY DRAWN TO IT.

1. Each Lot is offered on the express basis that the Vendor has reserved a right ("the Right to Rescind"), exercisable in the Vendor's sole discretion at any time within the Redemption Period, to rescind the sale of any Lot if the registered owner of that Lot pays to the Vendor, within the Redemption Period, all arrears of pitch fees, site charges, interest and costs claimed by the Vendor in respect of that Lot.
2. The Right to Rescind shall be exercised by written notice (including email) to the Auctioneer and to the Purchaser at the address or email given on registration. Notice shall be effective on despatch.
3. On rescission: (a) the Purchaser's rights in the Lot shall determine; (b) title (to the extent conveyed) shall revert to the Vendor; (c) the Auctioneer shall, within 24 hours, refund to the Purchaser the £250 Deposit and any part of the hammer price paid; and (d) as the buyer's fee is only invoiced after expiry of the Redemption Period, none will have been collected and none shall become payable in respect of the rescinded Lot.
4. The Purchaser shall not be entitled to any interest on the refunded sums, nor to any compensation for wasted transport arrangements, wasted expenditure, loss of bargain, loss of profit, or any other consequential or indirect loss.
5. Until the Redemption Period has expired without rescission, the Vendor shall retain physical possession of each Lot (or leave it in situ at the Site) and shall not release it to the Purchaser. The Purchaser shall not be entitled to remove any Lot from the Site during the Redemption Period. Storage during the Redemption Period is at the Vendor's cost.
6. If the Redemption Period expires without rescission, the sale becomes unconditional, and the Purchaser's right to remove the Lot arises on the first working day after expiry.
7. By registering to bid, and by bidding, the Purchaser is deemed to have accepted this Condition and acknowledges that no sale is unconditional until the Redemption Period has expired.

Removal

1. The Purchaser must arrange to remove each Lot from the Site within 14 days after expiry of the Redemption Period, at the Purchaser's own cost and risk. This must be agreed with the Vendor. If it is not removed from the Lot within 28 days of the Redemption Period, the Vendor will have the option to remove the Lot at their discretion from the 29th day, to a location of their discretion.
2. Removal shall be undertaken by a qualified transporter with appropriate insurance. The Purchaser shall indemnify the Vendor and the Site for any damage caused during removal.

Default by Purchaser

1. If the Purchaser fails to pay any sum due, or fails to remove any Lot in accordance with these Conditions, the Vendor may (without prejudice to any other remedy) rescind the sale, forfeit the Deposit, retain any other sums already paid by the Purchaser, resell the Lot, and recover any shortfall together with costs from the defaulting Purchaser.

Third-party claims

1. If a person establishes a superior right of ownership in a Lot after the sale, the Vendor's liability to the Purchaser shall be limited to a refund of the hammer price and the Deposit actually paid.
2. The Vendor and the Auctioneer shall have no further liability to the Purchaser.

Notices

Any notice under these Conditions may be given by email to the address given by the Purchaser on registration, or by post to the address so given. Email notices are effective on despatch; postal notices on the second working day after posting.

Governing law

These Conditions are governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Legal IM Limited trades as Immisol Solicitors. Legal IM Limited is Authorised and Regulated by the Solicitors Regulation Authority under regulation number 801060. The registered head office is 261 Barlow Moor Road, Manchester, M21 7GJ. Tel: 01615039580

