

Prime Medical Auctions Buyers Terms and Conditions

1. General Terms

1.1 These Terms and Conditions ("Terms") govern the basis of the auction of Lots by Prime Medical Auctions and the purchase by a Buyer of a Lot or Lots, forming a legal agreement between the Buyer and Prime Medical Auctions.

1.2 These Terms and Conditions are governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.

1.3 The Company, Prime Medical Auctions, acts as the Auctioneers and the Sellers act as the Clients. Persons who acquire Lots offered for sale by the Auctioneers are herein known as the Buyers.

1.4 The Auctioneers make every reasonable effort to ensure the accuracy of advertisements, catalogue descriptions, and other publicity. However, except where specifically instructed to certify by a Client, all statements, oral or in writing, are those of opinion only, made without responsibility. They shall not give rise to any action in law for damages, compensation, or rescission of sale by a Buyer against any Client, the Auctioneers, or their employees.

1.5 By bidding, the Buyer acknowledges that they have read these Terms and are bound by them. Specific attention is drawn to clauses 2.2, 4.2 to 4.7, and 7.3 and 7.4.

2. Definitions & Interpretation

2.1 In these Terms, the following words and phrases shall, except where the context otherwise requires, have the following meanings:

- Auction: Any of the auctions for the sale of Lots conducted by Prime Medical Auctions.
- Auctioneer: The person conducting an Auction from time to time.
- Buyer: Any person who participates in any Auction as a bidder and potential buyer.
- Catalogue: The Online Catalogue, or any other brochure, catalogue, advertisement, sales descriptor, report or any other document, whether in physical or electronic format.
- Hammer Price: The last bid offered for a Lot and accepted by the Auctioneer or Auction system as the winning bid.
- Lot: Any item or collection of items put up for sale in an Auction as a single auction lot.
- Online Catalogue: Prime Medical Auctions' online catalogue to be found at auctions.primemedicalauctions.co.uk.
- Seller: The seller of the Lot.
- Working Days: Any Monday to Friday except any day that is a statutory bank holiday in England.

2.2 Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations, and partnerships.

2.3 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time and to all subordinate legislation and regulations enacted pursuant to that statute as in force from time to time.

2.4 The headings in these Terms are for convenience only and shall not affect their interpretation.

3. Basis of Sale

3.1 Prime Medical Auctions acts as agent only for the Sellers and at no time does title pass to Prime Medical Auctions.

3.2 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 as replaced by the Consumer Rights Act 2015) and the Unfair Contract Terms Act 1977. The Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other legislation.

3.3 The Auctioneers shall regulate bidding, accept or reject any bid (at their absolute discretion and without justification), and bid on behalf of the Client, where there is a reserve price or at their authorised discretion.

3.4 The Auctioneers shall not be responsible for default on the part of Clients or Buyers. Any resultant deficiency, together with interest, costs, and expenses, shall be made good by the defaulter, recoverable as and for liquidation damages.

3.5 The Contract of Sale is made with Auctioneers as Principal Agents for the Client and payment shall only be made to them. The Auctioneers shall retain a lien on all goods which shall not pass to the Buyer until full payment has been received.

4. Account Creation, Registration and Deposits

4.1 Each Buyer must create an account with Prime Medical Auctions to register and participate in any auction.

4.2 As part of the account creation, Prime Medical Auctions may request additional information and/or documentation to validate the account named individual and/or their company or organisation if the account is created in the name of a company or organisation.

4.3 Each Buyer must register with Prime Medical Auctions before each Auction in which it wishes to participate.

4.4 The Buyer will, on registration for each Auction, provide credit or debit card details as security for payment of any sums due.

4.5 Prime Medical Auctions may at its discretion contact the Buyer to collect a partial invoice payment during the Auction.

4.6 If the Buyer:

- is registering to participate in an Auction for the first time; or
- is unknown to Prime Medical Auctions; or
- has previously been slow in paying invoices due to Prime Medical Auctions;
 - then Prime Medical Auctions may set a limit on such Buyer as to the value of purchases that the Buyer can make.

4.7 Prime Medical Auctions will refund any deposit to the Buyer to the same credit card from which a deposit was taken, within 5 working days:

- if and to the extent the Buyer has paid any invoice for Lot(s) bought by it by any alternative means approved by Prime Medical Auctions; or
- if the Buyer is unsuccessful in buying Lots.

4.8 A Buyer may not register to participate in any Auction if any invoices payable by it remain outstanding unless the outstanding invoice(s) are paid in full prior to the commencement of the Auction.

5. Identification of Lots

5.1 Each Lot can be identified with a Lot number in the Online Catalogue to be found at www.primemedicalauctions.co.uk

5.2 All Lots are sold “as is, where is” where “as is” means each Lot is sold and purchased in its actual state and condition at the point of sale, including with any faults and defects affecting the Lot. Lots are available for inspection prior to the Auction during the allocated office hours as indicated in the Online Catalogue. The Buyer or its agents are deemed to have satisfied themselves as to the state and condition of each Lot in respect of which they put in a bid and accept the state and condition of the Lot.

5.3 While Prime Medical Auctions makes every effort to ensure that the quantities, descriptions, weights, measurements, dimensions, serial and machine numbers, year and model set out in relation to each Lot in any online catalogue are accurate, Prime Medical Auctions, the Seller, and their agent(s) are not responsible or liable for any discrepancies, inaccuracies, or failure of the Lots to correspond with any written or verbal representation of such information made by or on behalf of either Prime Medical Auctions or the Seller.

5.4 No Lot shall be sold or deemed sold by description and the Buyer shall not be entitled to rely on any descriptions provided. All such information is given by way of identification only and no warranty, condition, representation, or guarantee is made, given or is to be implied. Prime Medical Auctions and the Seller are not responsible or liable for any damage or loss (direct, indirect, consequential, or otherwise) arising as a result of any inaccuracy in respect thereof.

5.5 Neither Prime Medical Auctions nor the Seller makes or agrees to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

5.6 Neither Prime Medical Auctions nor the Seller will be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose. No Lot is sold as new.

5.7 Without prejudice to the generality of the previous clause, neither Prime Medical Auctions nor the Seller gives any warranty or guarantee in relation to any Lot which is an electrical appliance regarding its condition, quality, functionality, or safety, and all such Lots are "sold as is." It is recommended that the Buyer has these items examined by a suitably qualified electrical or medical equipment contractor before use.

6. Conduct of Auctions

6.1 Prime Medical Auctions may, at their sole discretion, without reason, notice, or liability of any kind, at any time before or after the commencement of any Auction, but before the close of bidding, alter, withdraw, or vary any or all Lots, refuse to accept any bid, terminate bidding on any or all Lots, or cancel an Auction entirely.

6.2 The advances, progression, and rules in the bidding shall be regulated at the sole discretion of the Auctioneer.

6.3 If the Buyer makes a bid, it cannot be retracted.

6.4 The highest bidder shall, subject to any reserve, be the purchaser, and if any dispute arises between two or more bidders, the Lot shall, at the discretion of the Auctioneer, be put up again at the last undisputed bid price and resold.

6.5 Acceptance of a bid by the Auctioneer as the winning bid for a Lot is a commitment to purchase the Lot by, and legally binding on, the Buyer.

6.6 From the time a bid is accepted, risk in the Lot passes to the Buyer.

6.7 Lots may be offered subject to a reserve price without notice to the bidders.

6.8 The Auctioneer's decision on all matters shall be final.

7. Liability

7.1 The Auctioneers make every reasonable effort to ensure the accuracy of the advertisements, catalogue descriptions, and other publicity but declare that all statements, oral or written, are those of opinion only, made without responsibility, and shall not give rise to any action in law for damages, compensation, or rescission of sale by a Purchaser, against any Client, the Auctioneers, or their employees.

7.2 Neither Prime Medical Auctions nor the Seller will be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose. No Lot is sold as new.

7.3 Neither Prime Medical Auctions nor the Seller shall be liable for any direct, indirect, consequential, or incidental damages arising out of or in connection with any Lots' sale, handling, or use.

7.4 The Buyer shall indemnify Prime Medical Auctions against any claims made by a third party in respect of the purchase or use of the Lots by the Buyer.

7.5 The Auctioneers shall not be responsible for default on the part of Clients or Purchasers. Any resultant deficiency, together with interest, costs, and expenses, shall be made good by the defaulter, recoverable as and for liquidated damages. This condition is, however, without prejudice to the right of the Auctioneers, in appropriate circumstances, to enforce the Sale Contract if they think fit.

8. Export/Import Permits

8.1 The Buyer is responsible for obtaining all necessary export and/or import permits and for completing any required customs declarations. The inability to obtain these permits or complete these declarations shall not justify the cancellation of the sale or any delay in payment as stipulated in these Terms and Conditions.

8.2 Prime Medical Auctions and the Seller do not provide any guarantees or warranties regarding the issuance of export or import permits.

8.3 The Buyer shall comply with all relevant laws and regulations applicable to the export and/or import of the Lots purchased, including obtaining any necessary licences or permits.

8.4 The Buyer shall indemnify and hold Prime Medical Auctions harmless from any and all liabilities, claims, and costs resulting from the Buyer's failure to comply with applicable laws and regulations or failure to obtain the necessary export or import permits.

8.5 Any assistance provided by Prime Medical Auctions or the Seller in relation to export or import matters shall be at the Buyer's risk and expense and Prime Medical Auctions shall not be liable for any acts or omissions in this regard.

6. Price, Commission, and Payment

6.1 The Buyer shall pay in respect of any Lot for which it has successfully bid:

6.1.1 the Hammer Price;

6.1.2 VAT if applicable; and

6.1.3 commission (Buyer's Premium) which will be charged at 20% of the Hammer Price plus VAT.

6.2 Prime Medical Auctions will invoice the Buyer for all Lots for which it has successfully bid as soon as practicable and in most cases on the day of the Auction. The invoice shall include all taxes arising from the sale of the Lot(s) and Buyer's Premium.

6.3 Prime Medical Auctions may refund the VAT paid by the Buyer on the production of a completed bill of lading or relevant export document exempting a Lot or Lots from VAT to the satisfaction of Prime Medical Auctions.

6.4 For registered Buyers with a UK billing address, the Buyer must pay all invoices within five Working Days of the Auction. If the Buyer does not pay any invoice within five Working Days of the Auction, Prime Medical Auctions may:

6.4.1 consider that the Buyer has abandoned the Lot and issue a restocking fee equal to 30% of the invoice total; and/or

6.4.2 take payment of the amount of the outstanding invoice from the credit card or debit card provided at registration.

6.5 For registered Buyers with a non-UK billing address, the Buyer must pay all invoices within ten Working Days of the Auction. If the Buyer does not pay any invoice within ten Working Days of the Auction, Prime Medical Auctions may:

6.5.1 consider that the Buyer has abandoned the Lot and issue a restocking fee equal to 30% of the invoice total; and/or

6.5.2 take payment of the amount of the outstanding invoice from the credit card or debit card provided at registration.

6.6 Payments in cash will be limited to £8,000 per invoice and subject to a handling fee of 2%.

6.7 The Buyer will not be permitted to collect any Lot for which it has successfully bid until the Buyer has paid the relevant invoice in full.

7. Collection of Lots

7.1 The Buyer or its agent(s) must pay for, accept delivery at, and remove from, the place designated by Prime Medical Auctions the Lot(s) it has purchased within five Working Days of the Auction for UK registered Buyers or ten Working Days of the Auction for non-UK registered Buyers.

7.2 Buyers are solely responsible for packaging, loading, removing, shipping, and all other costs associated with removing the Lots. The Buyer must insure against all risks of loss, damage, and personal injury caused by removing the Lots, repairing, and restoring any loss or damage caused by removing the Lots from the fall of the hammer, and Prime Medical Auctions reserves the right to request a copy of the Buyer's insurance policy to cover such risks at any time.

7.3 If the Buyer:

7.3.1 being registered with a UK billing address does not pay for and collect a Lot within five Working Days of the Auction; or

7.3.2 being registered with a non-UK billing address does not pay for and collect a Lot within ten Working Days of the Auction;

the Buyer may not be allowed to collect the Lot and the Lot may be placed in the next Auction. The Buyer will be required to pay a re-lotting fee equal to 30% of the Hammer Price plus VAT, without exception.

7.4 If the Buyer has paid for but not removed a Lot within ten Working Days of the auction close date (registered Buyers with a UK billing address) or twenty Working Days (registered Buyers with a non-UK billing address) of the auction close date, the Buyer will be liable for a Storage Fee, calculated on a daily basis at £5.00 per Lot per day. If the Buyer does not collect all Lots within twenty Working Days of the Auction, any Lots not collected will be deemed abandoned and Prime Medical Auctions may either:

7.4.1 place the abandoned Lots in the next Auction subject to a re-lotting fee equal to 30% of the Hammer Price plus VAT and, if sold, Prime Medical Auctions will pay the Buyer an amount equal to the Hammer Price less the re-lotting fee less any storage fees payable pursuant to clause 7.4, provided that if the Hammer Price is insufficient to cover these fees, Prime Medical Auctions may recover the balance of any unpaid fees from the Buyer; or

7.4.2 otherwise dispose of the abandoned Lots and recover any fees, including storage fees, from the Buyer.

7.5 The Buyer is responsible for checking the quantities of the Lots purchased at the time of collection. No adjustments in quantities will be made after the Lots are collected by the Buyer or the Buyer's agent.

7.6 If, for any reason whatsoever, Prime Medical Auctions fails to deliver an awarded Lot, Prime Medical Auction's sole liability shall be the return of any deposit or monies paid for such Lot, and the Buyer shall have no further claim whatsoever including without limitation direct, indirect, consequential, or incidental damages.

8. Personal Information

8.1 Prime Medical Auctions will collect information from the Buyer before the Buyer is able to participate in any auction. The information collected by Prime Medical Auctions includes, but is not limited to: First Name, Last Name, Company Name, Company Number, VAT Number, Billing Address, Shipping Address, Phone Number, Email Address.

8.2 All personal information provided to Prime Medical Auctions by the Buyer will be treated confidentially and shall not be passed to third parties, except where necessary to complete the sale of the items/lots. Prime Medical Auctions may disclose such confidential information as is required to be disclosed by law, any governmental or regulatory authority, or by a court of competent jurisdiction.

8.3 Individuals can obtain access to their personal information to review, update and correct by writing to admin@primemedicalauctions.co.uk.

8.4 Individuals, Buyers, and Sellers may withdraw personal information by writing to admin@primemedicalauctions.co.uk.

8.5 All privacy-related inquiries are to be made to admin@primemedicalauctions.co.uk.

8.6 Requests to withdraw personal information could prevent Prime Medical Auctions from being able to provide services to the Buyer or prevent the Buyer from participating in an Auction.

8.7 For a copy of Prime Medical Auctions' privacy notice, please go to <https://www.primemedicalauctions.co.uk/privacy-notice/>

9. General

9.1 If any part of these Terms is deemed unenforceable, the enforceability of all other parts of the Terms shall remain unaffected.

9.2 These Terms contain the whole agreement between Prime Medical Auctions and the Buyer in respect of its subject matter and supersede any prior written or oral agreement between them relating to it. The Buyer confirms that it has not entered into these Terms on the basis of any representations that are not expressly incorporated in the Terms.

9.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or Catalogue, but nothing shall limit or exclude any liability for fraud.

9.4 These Terms may not be changed, amended, or modified except by Prime Medical Auctions, and may be changed and modified by Prime Medical Auctions at any time.

9.5 Prime Medical Auctions and the Buyer do not intend that any of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not either Prime Medical Auctions or the Buyer.

9.6 The Consumer Credit Act 1974 as amended does not apply to the Terms.

9.7 All materials including images, illustrations, designs, icons, photographs, and written and other materials that are a part of any auction brochures, catalogues, any advertisements, seller information, and/or invoices or reports are copyrights, trademarks, and/or other intellectual property owned and controlled by Prime Medical Auctions.

10. Law and Jurisdiction

10.1 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.

10.2 Each of Prime Medical Auctions and the Buyer 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 these Terms or their subject matter or formation (including non-contractual disputes or claims).

11. Health and Safety at Work Act 1974 [Section 6(8)]

11.1 Purchasers must take all necessary steps to ensure that equipment purchased is safe and without risks to health when it is re-installed, re-used, cleaned, or maintained by a person at work. By accepting these terms and conditions the Purchaser agrees to relieve the Auctioneer and their Clients of any liabilities under section 6(1)(a) or 6(1A) of the Act, and accept that failure to facilitate all necessary safety requirements before taking the equipment into service may render the Purchaser liable to prosecution and/or a fine of up to £20,000 on summary conviction. (Note: It is a UK legal requirement that before work equipment can be taken into use it must comply with the Provision and Use of Work Equipment Regulations 1998 and any other relevant legislation).