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# MBN

*Auction item terms and conditions*

## GENERAL

1. The highest bidder of item shall be the purchaser thereof. If any dispute arises as to the highest bidder, the Auctioneer shall determine the dispute and may put up again and re-sell the lot in respect of which the dispute arises. The Auctioneer's decision is absolute and final.

2. (a) The bidding and advances shall be regulated by and at the discretion of the Auctioneer.

(b) Where an agent purchases on behalf of an undisclosed client such agent shall be personally liable for payment of the purchase price to the Auctioneer and for safe delivery of the item to the said client.

3. The Auctioneer reserves the right to bid on behalf of the clients and vendors, but shall not be liable for errors or omissions in executing instructions to bid.

4. On instruction on August 1st 2009 the purchaser must make payment:

(b) United Kingdom, within seven days of receipt of pro forma invoice.

(c) Overseas, within twenty-eight days of receipt of pro forma invoice.

On no account will item be despatched or delivered before payment. If any purchaser fails to pay in full for the item within the said time such item may at the Auctioneer's discretion be put up for Auction again or sold privately; if upon such a re-sale a lower price is obtained for such a lot than was obtained on the first sale the difference in price and expense of such a re-sale shall be made good by (and debt due from) the purchaser in default upon the first sale.

5. The Auctioneer shall not be liable for any default of the purchaser or vendor.

6. (a) Unless otherwise indicated the item is sold as genuine and properly described.

(b) If after the sale the purchaser of the item shall prove it to be not genuine or wrongly described the purchaser shall be at liberty to reject the lot provided he or she (i) being within the United Kingdom within seven days or being overseas within twenty-eight days of the sale gives notice in writing to the Auctioneer of intention to question as the case may be the genuineness or description of the item, AND (ii) within thirty days of the sale (or in exceptional cases such time as may be in the Auctioneer's discretion be allowed for expertising) returns such item to the Auctioneer.

NOTE: The onus of proving the item to be not genuine or wrongly described lies with the purchaser. Proof of the inability of an Expert Committee to express opinion will not discharge such onus.

## NOTICE

The Auctioneer is MBN Promotions, on behalf of The Manchester United Foundation and its affiliated partners. All proceeds will go to The Manchester United Foundation.

The item is subject to the Conditions of Sale, and as such is reserved at the estimated value of £10,000 sterling.

Item is subject to V.A.T. at the standard rate unless otherwise stated.