



The following document sets out the basis upon which the online auction Platform is provided and govern the terms of use. **By using the Platform you confirm your acceptance to these terms and if you do not agree you must not use the Platform.**

We set out how we intend to conduct the Auction and on what basis we provide any information in relation to any of the properties offered for sale by Auction. Please note that each property may be subject to variations away from any of the standard terms described below, or elsewhere on our website and it is your responsibility to make sure you are aware of all matters that apply to each individual Lot. We strongly recommend that you get your own independent professional advice before you bid on any Auction Lot.

1. GENERAL INFORMATION AND DEFINITIONS

1.1 Any reference to “We”, “Us” or “Our” below and throughout this website is made in relation to LWA Manchester Limited t/a Landwood Property Auctions.

1.2 Any reference to “Auctioneer(s)” refers to Landwood Property Auctions and individual Auctioneer or Auctioneers having conduct of the Auction.

1.3 Any reference to “Lot” refers to the legal property interest(s) being offered for sale.

1.4 Any reference to “You” refers to any potential bidder or purchaser.

1.5 Any reference to an auction “Catalogue” refers to any information that we group together in a specific listing in relation to a single, or multiple auction Lots and this may be solely on our website, or published in hard copy format, or both.

1.6 Auction Lots may be added to, or sold prior and withdrawn from any Catalogue at any time. We and any of our employees and the Seller will not be held responsible or liable for any loss, cost, claim, demand or damage that you may incur as a result of this.

1.7 The Auction Lots will be offered in number order if the Auction comprises multiple properties.

1.8 Current definitions of Guide Prices, Reserves and Information about any Additional Non Optional Fees and Costs will be shown on the Auctioneer’s website.

1.9 Guide Prices, Reserves and any other Additional Fees and Costs maybe varied at any time up to the start of the Auction.

1.10 All Lots, unless stated otherwise, are offered subject to a Reserve price.



1.11 The Auctioneers and Sellers accept no responsibility for any loss, cost or damage that a Buyer may incur as a result of relying on any guide price. It is the Buyer's responsibility to decide how much they should bid for any Lot.

1.12 The guide price, reserve and eventual sale price will be exclusive of any additional fees and costs a purchaser may have to pay. These may include items such as the Auctioneer's Buyers Administration Fee, VAT, plus any other amounts the Seller may charge. You should check all the available information before the Lot is offered for sale and you should be aware that they may be fixed, or variable depending on the sale price. If you are not sure as to what you will be paying in addition to the purchase price you should obtain your own independent third-party professional advice.

1.13 All Lots are offered subject to a Buyer's Administration Fee or Reservation Fee which is payable at exchange of contracts. It is detailed on the property particulars page and on the draft Sales Memorandum in the Legal Pack. The charge is compulsory and is not refundable under any circumstances.

1.14 The Deposit will form part of the Purchase Price and the Reservation Fee does not form part of the Purchase Price.

2. CONDITIONS OF SALE

2.1 Each Catalogue is issued on the basis that you accept that each Lot, unless stated otherwise, will be offered in accordance with and subject to the Conditions of Sale comprising these Online Auction Terms and Conditions for Bidders and in so far as they apply to each individual Lot and are compatible with a sale via the online auction Platform the Common Auctions Conditions (or any other form of sale conditions adopted by the Seller's solicitor when preparing the Legal Pack), the Auction Conduct Conditions, our Extra General Conditions, Our Extra General Auction Conduct Conditions, and Special Conditions, the Addendum and any pre-auction Auctioneer's Announcements made on before the Lot is offered.

2.2 Copies of the Common Auctions Conditions, the Auction Conduct Conditions, our Extra General Conditions, Our Extra General Auction Conduct Conditions can be found on our main property auction website, www.landwoodpropertyauctions.com.

2.3 Bidding at the Auction is only permitted on the basis that you accept the Conditions of Sale and that they govern the relationship between us and anyone who has, or views a Catalogue or bids at the Auction. They cannot be changed or dis-applied without our express written consent.

2.4 All Lots are offered on the basis that irrespective of whether or not is the case you are deemed to have read and considered the Conditions of Sale, the Legal Pack and any other relevant documents for the Lot(s) you are interested in before the day of the Auction, taken independent professional advice on them before bidding, made all necessary searches and enquiries of appropriate authorities including local



authorities, inspected the relevant property and otherwise undertaken all required Due Diligence that a prudent buyer would normally be expected to have carried out.

2.5 You are not to rely on any information contained in the Particulars.

2.6 The Legal Pack documents are made available for assistance purposes only. We cannot guarantee that they are complete, or give any assurance as to their accuracy. They are provided by the Seller's solicitor and note that any document may be revised, replaced or removed prior to the Auction date. You should check direct with the Seller's solicitor whether the legal documents for the Lot you are interested in are complete and/or whether any document has been revised or replaced in the lead up to the Auction.

2.7 Please note that some or all of the Conditions of Sale relating to certain Lots might be contained in a separate catalogue or might be obtainable separately from the Seller's solicitors or the Auctioneers.

2.8 From the moment the Auction ends (see below) the successful Bidder will be the party who has made the highest unique Bid at, or in excess of the Reserve price. The successful Bidder will be legally bound by all Conditions of Sale and a Contract for Sale is formed at that point and the successful Bidder hereby irrevocably authorises us, at the end of the Auction, to sign the Sales Memorandum or Reservation Agreement as applicable (and/or any other applicable document necessary to give effect to the agreement for Sale) on behalf of the successful Bidder or, as the case may be, on behalf of the Purchaser of the Property in the event that the Bidder is acting as agent for such Purchaser.

3. PARTICULARS, CONDITION, PHOTOGRAPHS, PLANS AND AREAS

3.1 The information contained within the Particulars are given in good faith, but all descriptions, statements, dimensions, references to condition and permissions for the use and occupation or other details are made without responsibility and should not be relied upon as representation of fact.

3.2 Unless otherwise stated, all prices, rents and other charges are quoted exclusive of Value Added Tax (VAT). Any intended purchasers or tenants must satisfy themselves independently as to the incidence of VAT in respect of any transaction.

3.3 No representation, warranty or undertaking whatsoever is made or intended to be made in respect to:

(a) A property's state, condition, repair, permitted or future use or suitability for any purpose whatsoever

(b) the working condition and suitability for current and future use of any fixtures and fittings, heating systems, appliances or other items expressed to be included in the sale of any property, or whether such items are owned by the Seller



(c) whether or not there is any contamination or pollution in relation to the property to be sold or any other property in the nearby area or whether or not the property complies with any legislation relating to the environment, pollution or contamination.

3.4 Any measurements and areas stated are approximate only.

3.5 Any location or site boundary plans are reproduced with consent and under licence as follows: Promap including mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office.

3.6 The plans and photographs shown in the catalogue are intended to assist you in locating the Property and may not be drawn to scale and they are they not intended to provide definite legal boundaries. We cannot guarantee that they show the up to date position the date of the Auction, or completion of the sale with respect to any current occupiers of the Lot, or adjacent properties.

3.7 We cannot guarantee that any photographs show the up to date position as to the condition of the Lot at the date of the Auction, or completion of the sale, or as to what is included in the Sale and no inference should be taken as to the overall condition of the Lot from whatever photographs are shown.

3.8 Any information provided regarding the financial status of any tenant, or occupier will be from published sources available at the time the Particulars were prepared, but you should note that the information may be dated, circumstances change and the information should not be relied on or taken to represent fact as at the date of the Auction, or completion of the sale.

3.9 Any statement made as to the Lot's potential for future use, development or refurbishment, or any estimate given as to as to current or future rental values are made purely as the Auctioneer's opinion and are not intended to provide formal advice to any party whatsoever and any such statement should not be relied on by any prospective Bidder or Purchaser.

3.10 It is your responsibility to check that the Particulars of the sale and all other information about a Lot are accurate and complete before bidding and you should obtain your own independent professional advice to verify and check matters prior to bidding.

3.11 Bidding at the Auction (or making any pre or post Auction offer) is only permitted on the basis that you accept that, to the maximum extent permitted by law, we will not be held responsible or liable for any loss, cost, claim, demand or damage that you may incur as a result of the Particulars and anything contained or referred to in the Catalogue being incomplete, inaccurate, or misleading.

3.12 For the avoidance of doubt the Particulars, Areas and any Plans or Photographs used do not form constitute part of an offer or contract.



3.13 Neither the Auctioneers, nor any person in their employment have any authority to make or give any representation or warranty whatsoever in relation to any Auction Lot.

4. LIABILITY OF BIDDER

4.1 As the Bidder, you are entering into obligations to the Seller and the Auctioneer. Bidding at the Auction is only permitted on the basis you agree you will be personally liable in respect of any accepted bid and this applies if you bid as agent or other representative for another party. You also agree you will be jointly and separately liable under the contract of sale with the named Purchaser on whose behalf you have bid as an agent or other representative.

5. THE AUCTION PLATFORM

5.1 The online Auction Platform is provided free of charge and is accessible at <https://landwoodgroup.eigonlineauctions.com/> or any other website and/or application through which we may provide the opportunity to participate in an online Auction from time to time. Access to the Platform is permitted on a temporary basis.

5.2 We may use a third-party Provider of services such as web-hosting, transaction facilitation and support and maintenance to host and support the operation of the Platform. The current provider is Essential Information Group Limited (England Registered Company number 02972048) of Charter House, 9 Castlefield Road, Reigate, Surrey, RH2 0SA and there may be other parties providing card payment merchant services for online or other payments.

5.3 We do not guarantee that the Platform, or any content will be free from errors or omissions and we are under no obligation to update it. Please note that we may update, the Platform at any time and this could include updating any content.

5.4 We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We at our discretion may suspend, withdraw, discontinue or change all or any part of the Platform at any time.

5.5 We will not be liable to you if the Platform is unavailable for any reason at any time or for any period.

5.6 You are responsible for making sure that you have working hardware and sufficient internet connection to access the Platform.

5.7 You must ensure that all persons who access the Platform through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them. For



the avoidance of doubt should you become an authorised Bidder you must not divulge your log in details to anyone else and you are deemed to have made any Bid made by any third party if they have logged on to your account.

6. REGISTERING TO BID

6.1 You may access and view parts of the Platform without registering your details including the property pages. However, some areas of the Platform can only be accessed by you if you have registered an Auction Account (which is currently provided via the Essential Information Group's Auction Passport facility). This initially will give you access to view the Legal Pack, to obtain updates and "watch" lots that you are interested in.

6.2 If you decide that you want to Bid on any lot you then need to upgrade your account and complete the full Registration process.

6.3 You confirm that all information and documents provided to us, the Seller or their representative or any other user of the Platform during the Auction Account registration process or at any time via the Platform or otherwise in relation to an Auction is and shall be up-to-date, complete, truthful, accurate and not misleading.

6.4 As part of the full Registration process we will ask you to provide to us and/or the Provider of the Platform services, or any other party providing card payment merchant services in relation to the Platform certain information and documentation which may include information allowing us to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act (together with any relevant UK Legislation covering anti-money Laundering and counter-financing of terrorism). This normally comprises proof of your identity and address, your debit or credit card details and your solicitor's details.

6.5 If you are acting as a Bidder who is acting as agent on behalf of another party who is intended to be the Purchaser you agree to provide us with all information reasonably required by us to assess whether it's appropriate to authorise you to bid on their behalf. This will include the appropriate proof of identification for that party and we will need to see written authority issued by the intended Purchaser that you may act on their behalf.

6.6 You also agree to provide us with all information reasonably required to identify the source of any funds used to pay the Deposit or Reservation Fee and the Buyer's Administration Fee if different from either the Bidder or Purchaser.

6.7 We will review your application to register to Bid and we will notify you if your registration is approved and we may decline to authorise a Bidder in our absolute discretion.



7. AUCTION ACCOUNT SECURITY

7.1 You must treat any Auction Account log in details as confidential and must not disclose it to any third party. You must notify us immediately if you know or suspect that anyone other than you knows your username or password.

7.2 We may in our absolute discretion disable any username or password, or suspend or terminate your Auction Account that has been authorised to bid specifically on the Platform, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

7.3 You warrant and represent that you have authority to use the Platform, register to participate in an Auction, Bid on a Property and enter into a binding contract to purchase a Property, whether on behalf of another person or Purchaser or otherwise.

8. CONDUCT OF THE AUCTION AND BIDDING

8.1 The Auction will be conducted in accordance with these Terms, the Auction Conduct Conditions, our Extra General Conditions, Our Extra General Auction Conduct Conditions in so far as they are compatible with an online Auction and the functionality of the Auction Platform.

8.2 Each Lot will display a planned Auction start time, the planned closing time and the extension period.

8.3 The Auction will commence at the start time and a countdown clock will display the time until the Auction ends. The Auction will end at the stated time and date, unless extended by a Bid being received at or above the Reserve in the specified period (normally 60 seconds before the intended end time) and then the Auction will continue until there has been a set period where no additional higher Bids have been received (usually 60 seconds).

8.4 There is no limit to the amount of extension periods and you should note therefore that in a multi-listing Auction irrespective of the Lots starting either at the same time, or sequentially each Lot's Auction can end in a non-sequential Lot order.

8.5 Whilst we will use reasonable endeavours to operate the Auction at the set date and time through the Platform we reserve the right to cancel or suspend the Auction in the event of a hardware, software, server or internet connectivity failure, or otherwise for any other reason that in our reasonable opinion affects our ability to properly run the Auction.

8.6 We shall use our reasonable endeavours to re-list or re-start any affected Auction, subject to any specific instructions from the Seller.



8.7 We may cancel or rearrange an Auction at our discretion and the Seller may withdraw, or sell a Lot prior at any point before the planned closing time of the Auction notwithstanding that the Auction has commenced and we shall not be liable to any person for any loss or damage suffered by reason of the fact that the Lot is withdrawn or sold prior, or the Auction is not, or cannot be held at all or at the date and time referred to in the Listing.

8.8 Our decision on the conduct and outcome of the Auction via the Platform shall be final.

8.9 If you are authorised by us to Bid on a Property when the Auction opens, you will be able to place Bids on the property listing page in line with the pre-determined bid increment levels, using the bid increase (+) and decrease (-) buttons provided, or you may submit a maximum Bid. Bidding will function as per any Guide to Bidding published at that point on our Online Auction website.

8.10 Bids once made cannot be withdrawn.

8.11 The highest unique Bid meeting or exceeding the Reserve Price shall be deemed the successful Bidder.

8.12 If two or more Bidders attempt to lodge identical Bids, the first Bid received and acknowledged by the Platform will take precedence.

8.13 Each Bidder will be notified of the outcome of an Auction at the end of the Auction..

8.14 We may refuse to accept a Bid in our sole and absolute discretion without notice or providing a reason.

9. BIDDING SECURITY DEPOSIT

9.1 Before you place a Bid we may require a security payment or pre-authorisation in advance of the Auction Start Time. This is known as the Bidding Security Deposit.

9.2 Depending on the Auction Lot's specific requirements the Bidders Security Deposit may take the form of a security payment will be either by a card payment (credit or debit card) or by transfer direct into our Client account (or such other nominated account as we require).

9.3 Where we require a pre-authorisation hold on your card to allow you to place a Bid. The amount of the pre-authorisation hold will typically be between two and half thousand pounds (£2,500) to five thousand pounds sterling (£5,000) and the amount will be confirmed on the property listing page. We may vary the amount required at any time. Funds will not leave a Bidder's account unless such Bidder wins the applicable Auction.



9.4 If we require a security payment in advance the amount will be specified on the property listing page. This may be in-line with the pre-authorisation limits stated above, or may be an amount equal to a 10% deposit calculated at the lower end of any guide price, plus an amount equal to any Buyer's Administration Fee due at exchange, or it may be set at any other level we require at our absolute discretion.

9.5 Payment of any Bidders Security Deposit must be made from an account held at a UK clearing bank or building society.

9.6 Where we accept payment in advance of the Bidders Security Deposit via debit or credit card or transfer and you are unsuccessful in the applicable Auction, we will return the funds to the originating bank account from which payment was made.

9.7 The Bidding Security Deposit in an Auction shall be released or refunded as applicable on the next Business Day after the Auction ends.

9.8 If you win an Auction you agree we may charge or hold the full amount of the Bidding Security Deposit to be used as part-payment of the Deposit specified in the Contract of Sale, or Reservation Fee plus any Buyer's Administration Fee due. If an over payment has been made you agree that we may retain those funds and they be treated as additional Deposit payment and if the pre-authorisation amount exceeds the total required at the point of exchange, or when the Reservation agreement is formed, then we will release the hold on the balance over and above the total required amount.

9.9 If there is a shortfall in any funds due from you as the successful Bidder you agree to pay by cleared funds the balance of the Deposit (if any), Reservation Fee and Buyer's Administration Fee (or any other sums due at that point) within 2 business days of the auction ending.

9.10 You agree to bear any fee charged by your bank, debit or credit card provider in respect of any transaction.

10. COMPLAINTS PROCEDURE

10.1 If you wish to complain about the level of our service to you, in accordance with the requirements of the Royal Institution of Chartered Surveyors (RICS) we have a standard complaints procedure, a copy of which is available on request.

10.2 The RICS Requirements apply to parties to whom we owe a duty of care.



11. PROCEDURE ON A SALE AT THE AUCTION

11.1 From the moment the Auction ends the successful Bidder will be legally bound by all Conditions of Sale and a Contract for Sale, or Reservation Agreement is formed at that point.

11.2 You agree to confirm the name of the Purchaser and this must be a specifically named entity and not "nominees", "associates", "agent" or any other similar term. If you are not the named Purchaser you agree to provide written authority from the Purchaser that you are authorised to Bid on their behalf.

11.3 You agree to pay the Deposit.

11.4 You agree to provide all necessary identification for the Bidder, Purchaser(s), Beneficial Owners(s) and source of funds for the Deposit payment as to allow us to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. You acknowledged and agree that we may take and retain copies of any documentary evidence of ID provided and any personal data supplied will be processed only for the purposes of preventing money laundering or terrorist financing or as permitted under section 40 & 41 of the Money Laundering Regulations. This information will be kept on file for a minimum of 5 years.

11.5 If you do not immediately provide such information as required in respect of the Purchaser, provide any necessary identification or pay the Deposit we will be entitled to re-submit the property for sale and the Seller may treat the you as being in breach of Contract and this right is reserved if the property is subsequently offered for sale, or sold.

11.6 If you are not the named Purchaser you agree to provide written authority from the Purchaser that you are authorised to Bid on their Behalf and that we may sign the Sales Memorandum or Reservation Agreement their behalf. If this is not provided you agree that your name will be entered onto the Sales Memorandum or Reservation Agreement as the Purchaser and unless the Seller agrees otherwise the property will only be transferred at completion to the Purchaser named on the Sales Memorandum or Reservation Agreement.

11.7 We will give a duplicate of the Sales Memorandum and sale contract, or Reservation Agreement signed on behalf of the Seller to your solicitor.

11.8 The Lot may be at the Purchaser's risk from exchange and you agree that you are aware of the insurance provisions within the Conditions of Sale.



12. Compliance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act (together with any relevant UK Legislation covering anti-money Laundering and counter-financing of terrorism)

12.1 If we have any suspicions regarding the Seller, The Bidder, Purchaser, Source of Deposit Funds and any relevant Beneficial owners we have various statutory obligations.

12.2 If funds are sent to our bank in circumstances where we are not satisfied with the evidence in respect of identity or source of funds, we may not be able to utilise or return funds if we are suspicious of the circumstances in which they were sent.

12.3 If we are unable to comply our obligations, or we have suspicions regarding any transaction then we reserve the right to decline any instructions from the Seller, Bidder, Purchaser and/or other relevant person. In such circumstances, we may not be able to return funds to the person from whom they originated or otherwise.

12.4 Any statutory obligations in relation anti-money Laundering and counter-financing of terrorism will override our business relationship with the Seller, Buyer, Purchaser and/or any other relevant person and it may not be possible for us to discuss these issues with them or disclose the fact that we have taken appropriate action in instance where we are unable to comply our obligations, or we have suspicions.

12.5 We will not be liable to any person in any respect whatsoever as a result of our taking any steps pursuant to any of the preceding provisions, or otherwise in compliance with anti-money Laundering and counter-financing of terrorism legislation.

13. POST EXCHANGE INSPECTIONS AND KEYS

13.1 You will not be entitled to keys or access to vacant properties until completion of the sale. If access is required, it may be arranged through our Manchester office if the Seller agrees and subject to whatever conditions they impose. A charge of £150, plus VAT for the first hour and £100 plus VAT per hour thereafter will be made if an accompanied viewing is necessary.

13.2 Once we are advised by the Seller's solicitors that completion has occurred, the keys will be available for collection at our offices or the local key holder. If arrangements are made to post the keys, we take no responsibility for their delivery.

13.3 Any keys we handover on completion are those that have been provided to us by the Seller and we cannot guarantee that they will provide access to the whole, or any part of the property.

14. MISCELLANEOUS



14.1 We do not guarantee that the Platform will be secure or free from bugs or viruses. You should use your own virus, malware and any other online threat protection software.

14.2 You are responsible for making your own arrangements to access, send and receive communications or notifications from and in relation to the Platform.

14.3 If a successful Bidder and/or the Purchaser does not comply with the any of the provisions of these, or any of the Conditions of Sale, we and/or the Seller reserves the right to treat that failure as the successful Bidder's repudiation of the Contract of Sale on behalf of the Purchaser. In such circumstances, we and and/or the applicable Seller may have a claim against the winning Bidder personally for breach of contract.

14.4 We will be under no liability to the Bidder or the Purchaser in respect of any loss or damage suffered by the Bidder or the Purchaser as a result of our exercising our rights under these Terms.

14.5 We cannot guarantee that notifications (including Bids) or e-mails sent to us or by us will not be viewed or intercepted whilst en route. The use of Internet e-mail carries certain risks. Confidentiality may be breached, messages may be lost or delayed, or may not be read, and viruses may be transferred through the use of e-mail. We cannot accept responsibility for loss which you suffer as a result of the use of Internet e-mail for communication between us, or between us and third parties.

14.6 We suggest that, when sending a time critical e-mail to us, you telephone to ensure the intended recipient is aware that a message has been sent.

14.7 You are solely responsible for securing and backing any of your content, or records of any communication or notification from or to us in relation to the Platform.

14.8 These terms and your use of this website and the Platform is governed exclusively by English law and any disputes arising from or in connection with these terms and any other associated terms and conditions and your use of this website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.9 If any provision of these terms or any other of our associated terms and conditions or your use of this website and the Platform (or any document incorporating them) or part of any provision is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.10 If any provision of these terms or any other of our associated terms and conditions or your use of this website (or any document incorporating them) or part of any provision is found wholly illegal, invalid or unenforceable and not possible of reasonable modification, that provision or part-provision shall, to



the extent required, be deemed not to form part of our agreement with you and the validity and enforceability of the other provisions shall not be affected.

14.11 YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USE TO WHICH YOU PUT THESE TERMS, THE PLATFORM AND OUR WEBSITE AND ALL THE RESULTS AND INFORMATION YOU OBTAIN FROM IT AND THAT ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, REPRESENTATIONS AND TERMS WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

14.12 Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to this website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use these terms, and any other of our associated terms and conditions and our website, or the Platform.

14.13 Any employees of Landwood Property Auctions or Landwood Group who carry out our obligations under these Terms do so as representatives of Landwood Property Auctions and without personal liability.