



## ACCOUNT APPLICATION FORM

Trading Title			
Registered Title			
Address			
Post Code			
Telephone	Email Address		
Proprietor / Director			
No. Years Trading			
Trading Standards			
VAT Number			
Bank			
Address			
Account Number		Sort Code	
Weekly Limit Required			
Trade References			
Insurer		Policy Number	
Signature		Name	
Date			

## CONDITIONS OF ENTRY AND SALE

- a) No vehicle will be accepted for sale unless the appropriate entry form has been fully completed and the entry fee from £30.00 inc. VAT paid. The registration book (and test certificate where applicable) must also be handed to the Auctioneers and payment for the vehicle will be withheld until this is produced. The particulars given on the entry form and the description of the vehicle contained therein form the basis of the contract between Vendors and the Auctioneers and the Auctioneers shall not be liable to account to the Vendor for any loss which may arise through the use of such particulars of description in any sale
- b) On the sale of any vehicle the contract shall be deemed to have been made between the Vendor and the Purchaser and neither the Vendor nor the Purchaser shall have any legal right of action against the Auctioneers in respect of any cause or matter arising out of the sale.
- c) The Auctioneers shall be entitled to a commission of £20 + 5% + VAT (minimum commission £20) on the price at which the vehicle is sold in accordance with the published scale of charges. The commission will be payable by the Vendor at the time of sale if any vehicle is entered for sale and is sold by the owner or his Agent to any person attending the sale, that sale shall be deemed to have been effected by the Auctioneers as Agents for the owner, and full commission will be payable.
- d) The Auctioneer shall have the right to take or refuse any bid and if any dispute shall arise between two or more bidders the lot so in dispute may be immediately put up again for sale at the last undisputed bidding or the Auctioneer may declare which bidder she/he thinks proper to be the Purchaser. The Auctioneer reserves the right to determine the amount of advance at each bid. If the Vendor reserves the right to bid it is subject to such right being exercised only by and at the discretion of the Auctioneer as the Vendor's agent.
- e) Notwithstanding Condition (Example B) hereof but without prejudice thereto every purchaser shall pay to the auctioneers a service charge from £50 inc. VAT to be paid when the vehicle is paid for and in consideration thereof the Auctioneers will indemnify the purchaser against any loss he may suffer through any defect in the Title of the Vendor as absolute owner. This indemnity shall be limited only to an amount equal to the price paid by the Purchaser for the vehicle. It shall be obligatory on the Purchaser to notify the Auctioneers within 24 hours after the sale in writing if the Chassis No. Of any vehicle purchased differs from that shown on the Registration Book or if there has been any alteration or apparent alteration of such Chassis No. Or if the Chassis No. Is not in the usual place or if any apparent alteration has been made to the details shown in the Registration Book. Failure to notify the foregoing could invalidate the indemnity. This condition shall not operate to release the Vendor from liability to the Purchaser or his assignee in respect of any warranty or Condition expressed or implied or statutory or otherwise as the Vendor's Title and right to sell the vehicle. In the event of the Auctioneers making settlement to the Purchaser under the terms of the indemnity the purchaser shall be deemed to have assigned all rights of action against the Vendor to the Auctioneers and shall assign them if called upon to do so.
- f) At the Auctioneers discretion any lot may be placed on sale within 10% of the stated reserve. If a reserve price is not stated in the appropriate place of the entry form the vehicle will be sold without reserve. Vehicles will not be released until they have been through the saleroom or the Auctioneers have ceased selling for the day.
- g) The Auctioneers reserve the right to sell by Private Treaty at the reserve price or such other price as may be agreed by the Vendor any vehicle which has failed to sell by auction. Commission shall be payable by the Vendor in accordance with the provisions of condition (Example C) hereof.
- h) Where a vehicle is purchased which does not comply with the Road Traffic Act and the Motor Vehicles (Construction and Use) Regulations or any subsequent Amendments thereto the Purchaser shall not remove it from the Auctioneers' premises

under its own power. Every vehicle is sold on the understanding that it will not be used on a road in the United Kingdom until it has been put into such a condition that it may lawfully be so used.

i) Except where a vehicle is sold under the provisions of Condition (Example L) hereof all major defects not disclosed at the time of sale or any misrepresentation alleged must be notified to the Auctioneers by the Purchaser within the time specified by the notices displayed in the Offices and about the Saleroom of the Auctioneers and the vehicle returned to the Auctioneers within that time. If a vehicle is sold with a major defect not disclosed on the entry form or has been rejected because of a misrepresentation and the Auctioneers agree there has been a misrepresentation it need not be accepted by the Purchaser and the Vendor will be charged selling commission. In severe weather cracked engine blocks and cylinder heads must be notified within 30 minutes of the end of the day's sale.

j) Immediately a sale of a vehicle is completed the Purchaser shall give his name and address to the Auctioneers. He shall pay for the vehicle in full or at the option of the Auctioneers shall make a deposit of £100 +10% of the sale price and the balance before the vehicle is removed. If a Purchaser buys more than one vehicle he must have paid for them all in full by cash or Banker's Draft before any one vehicle can be removed. A payment by cheque will not confer upon the Purchaser a right to remove the vehicle until the cheque has been cleared and will not, until clearance, be deemed to constitute a payment within the meaning of these Conditions. All vehicle shall be paid for not later than 12 noon of the day following the sale if any vehicle is not paid for by that time any deposit will be forfeited and the vehicle resold without notice to the Purchaser. Any charge or loss incurred on any resale shall be payable by the original defaulting purchaser.

k) No vehicles may be transferred from a Purchaser to a sub-Purchaser.

l) When a vehicle is sold without reserve and/or without warranty it shall be implied that it is sold with all faults, imperfections and errors of description and the Purchaser shall have no right to return the vehicle to claim damages or to any other remedy of whatsoever nature.

m) Vehicles over 10 years old should be sold without reserve.

n) Subject to Clause J all vehicles must be removed by the Vendor or Purchaser, as the case may be before 5.00 pm on the next working day following the sale. In default of this storage will be charged in accordance with the published scale of charges. The Auctioneers reserve the right to re- offer any unsold vehicle remaining on the premises and to deduct any charges arising therefrom.

o) Vehicles sent to the Auctioneers for sale and left on the premises are so left at the Vendor's risk up to the time of sale and the purchaser's risk thereafter. The Auctioneers accept no responsibility for loss or damage no matter how arising and if vehicles are demonstrated to prospective purchasers they are run at the Vendors' risk.

p) Where any lot or lots are found to be subject to Hire Purchase Agreement the Auctioneers reserve the right to discharge the existing liability to the Finance Company concerned remitting the balance, if any to the Vendor on receipt of a Clearance Note from the Finance Company. A Settlement Fee of £15 + VAT per vehicle will be charged. An administration charge from £20 will be applied to the appropriate party in the event of any misrepresentation.

q) These conditions of sale supersede and cancel all previous conditions.