

## VEHICLE ENTRY FORM

### Client Details

Client Number:

Owner's full name:.....

Full address: (if you do not have a client number).....

Postcode:.....

VAT number (if applicable).....

Current Phone Number:.....

### Vehicle Details

Registration Number:.....

Taxed:.....

Make:.....

MOT:.....

Model:.....

Chassis No:.....

First Reg:.....

Engine No:.....

General remarks: (Constituting a Warranty).....

Major defects: (if any)(These must be disclosed).....

Has the vehicle been subject to a major insurance claim? Please mark as appropriate:

Yes:

No:

Not known:

(A £5 additional charge will be made to check the vehicle through HPI)

**Reserve Price (excluding VAT): £..... This reserve will apply for one week only**

I understand that in the event of the Reserve Price not being reached the vehicle must be removed from the Auctioneers' premises within 2 days after the Sale day. If the vehicle has not been removed by the following Saturday it will be re-entered and sold without reserve.

I enter this vehicle under the conditions of sale overleaf; the remarks above are a true statement and the vehicle does not come within Conditions of Sale number 10.

I also certify that this vehicle is in such a condition that it can be lawfully used on roads in accordance with the Road Traffic Acts and Regulations, and indemnify the Auctioneers in respect thereof. (Delete if not applicable)

Signed: ..... Date: .....

**The Auctioneers reserve the right to refuse the entry of any vehicle**

#### FOR OFFICE USE ONLY

Entry fee paid:.....

Date of sale:.....

Purchaser:.....

Sale Price:.....

### Conditions of Sale

Affecting the Vendor

1 To enter a vehicle for Sale it is necessary to:

- Complete an Entry Form
- To pay the non returnable "Entry Fee" of £50

2 Commission is calculated at 5% of the bid price.

Commission is payable in the event of a Sale, whether by auction or privately after the vehicle has been entered. The commission terms include storage up to 7 days before the Sale and 2 days after the Sale. The storage charge beyond these times is £40 per week or part of a week.

3 A vehicle not being sold on the first occasion will, if not removed, be sold without reserve at the next Sale.

4 The Auctioneers shall have sole control as to the order of Sale and in what manner each vehicle shall be sold.

5 Any private sale by the Vendor or his Agents on the Sale premises shall be deemed a Sale by the Auctioneers for the purposes of Commission.

6 Payment shall be made by the Auctioneers to the Vendor on the seventh day after the Sale unless the Purchaser shall, in accordance with condition 14, have raised any objection to the conditions and warranties on the Entry Form, whereupon the Auctioneers shall retain the purchase money as Stakeholders until the dispute be settled in accordance with the following clause.

7 If any dispute arises from the Owner's remarks on the Entry Form the matter shall be decided within seven days of the Sale of the vehicle and the decision of the Auctioneers or their expert Nominee shall be final and binding on all Parties.

8 If any expense is incurred by the Auctioneers in their capacity as Vendor's agents in connection with any complaint by the Purchaser as to the road worthiness of any vehicle sold by Auction or private treaty, such expense shall be borne at the Auctioneer's discretion by the Vendor.

9 a) The Auctioneers act solely as Agents, and upon Sale of a vehicle, privity of contract exists between the Vendor and Purchaser of that vehicle.

10 A vehicle may not be entered in these Sales if it is:

- Subject to Hire Purchaser or Lease Contract
- Not within the requirements of the Road Traffic Act and Regulations
- Entered by a person who is on the Stop List of the B.M.T.A.

Affecting the Purchaser

11 The Bidding shall be under the sole control and be regulated by the Auctioneers, whose decision shall be final.

12 The Purchaser shall, immediately upon the fall of the hammer, pay a deposit of 10 per cent of the purchase price or £100, whichever is the greater, and in the event of that deposit not being paid forthwith the Sale may be declared void and the lot re-offered at the Auctioneer's discretion.

13 The Auctioneers reserve the right to bid on behalf of the Vendor where the Lot is sold subject to a reserve price.

14 Any error or mis-description in the Cataloguing of the Lot shall not entitle the Purchaser to disclaim the purchase but if the Purchaser shall, within two days of the Sale of the vehicle lay written application to the Auctioneers upon a substantial inaccuracy in the particulars on the Entry Form, the matter shall be decided within seven days of the Sale and the decision of the Auctioneers or their expert Nominee shall be final and binding on all Parties, providing that this clause shall not operate unless the purchaser has paid for the Lot at the time of Sale.

15 The Auctioneers reserve the right to withdraw Lots or alter the order of Sale.

16 The Auctioneers will not recognise transfer of Lots.

17 No cheques will be accepted unless prior arrangements have been made with the Auctioneers.

18 Purchase money shall be paid on the day of the Sale, before the Lot is removed and will be held by the Auctioneers as Stakeholders until two days have elapsed from the day of the Sale unless complaint shall have been made by the Purchaser whereupon the money shall be held for seven days.

19 All Lots must be removed within two days of the Sale. The storage charge beyond this time is £40 per week or part of a week.

General

20 Every reasonable precaution will be taken, but the Auctioneers entirely disclaim all liability to persons and property at the place of Sale from avoidable and unavoidable damage, injury, accident or theft or any nature whatsoever. Owners leave their vehicles entirely at their own risk in respect of loss or damage by any cause whatsoever, and vehicles are demonstrated by the Auctioneers or their Agents at the Owner's risk.