



## CONDITIONS OF SALE

1. The Auctioneers act only as agents. Any contract of sale is made solely between the person or persons entering a vehicle and the person or persons whose bid for such vehicle is accepted. The Auctioneers shall not in any circumstances be a party to or in any way whatsoever liable under such contract; nor shall they in any circumstances whatsoever be liable for breach of warranty of authority.
2. The Auctioneers reserve the right:
  - (a) to refuse any entry;
  - (b) to refuse to accept any bid by any person or persons;
  - (c) in the event of any dispute during or arising out of or over any bidding, to determine such dispute in their sole discretion or to put the Lot up for sale again at the last undisputed bid;
  - (d) to withdraw any Lot at any time;
  - (e) to bid or to accept a bid on behalf of the person entering the vehicle for sale.
3. The Auctioneers are not responsible for any loss of or damage to any vehicle on their premises from any cause whatsoever whether caused by or arising out of negligence of the Auctioneers, their servants or agents or otherwise.
4. A vehicle may be entered for sale subject to:
  - (i) Delivery to the Auctioneers of a completed entry form signed by the person or persons entering the vehicle;
  - (ii) Delivery to the Auctioneers of the Log Book / V5 relating to the vehicle, and where applicable of the MOT certificate.
5. Once a vehicle is entered for sale, it may be withdrawn only on payment to the Auctioneers of commission at their current rate on the Reserve or Trade price whichever is the lower.
6. Commission is payable by the Seller to the Auctioneers at their current rate, forthwith after sale, on all sales of vehicle whether by auction or by private treaty on the premises. If a Reserve Price is indicated, such reserve is deemed to be the price bid, before deduction of the Auctioneers' Commission and charges.
7. Unsold lots must be removed from the Auctioneers premises on the day of the sale. In the event of failure to remove any vehicle, the person or persons who entered such vehicle for sale shall be liable to pay to the Auctioneers a charge of £10 per day or part of any day during which such vehicle is thereafter left on the premises.
8. The buyer of any lot is liable to pay the full purchase price to the Auctioneers forthwith and must do so prior to removal of the vehicle. Any person wishing to pay by cheque must make prior arrangements with the Auctioneers, and the Auctioneers reserve the right to retain any vehicle until such cheque is honoured. Any lot that is sold without deposit being paid to the Auctioneers may immediately be re-offered for sale.
9. Every vehicle sold must be removed from the Auctioneers' premises, after payment, on the day of the sale. In the event of failure so to remove any vehicle the buyer shall be liable to pay to the Auctioneers a charge of £10 per day or part of any day during which such vehicle is thereafter left on the premises. If any such vehicle is left on the Auctioneers' premises for a period of 6 days after sale, the sale shall be thereupon rescinded without notice and the Auctioneer shall be entitled to resell the said vehicle.
10. Any current licence left on any vehicle entered for sale is to become the property of the buyer.
11. **WARRANTIES**
  - (i) There shall be an implied condition on the part of every person entering a vehicle for sale that he has the right to sell the said vehicle, and he warrants that the buyer shall have and enjoy quiet possession of the vehicle, and thenthat the vehicle is free from any charge or encumbrance of any third party.
  - (ii) Save as aforesaid no warranty condition or representation is given or to be implied in the case of any vehicle stated to be "Without Guarantee", "As Seen" or "Non Runner".
  - (iii) Save as aforesaid no warranty condition or representation is given or to be implied in the case of any vehicle sold at a price of less than £3000, even if the vehicle was stated to be offered or sold with a warranty, any such vehicle is bought "with all faults" save that the seller warrants that the stated year of registration in the UK is correct.
  - (iv) Every buyer will be deemed to have inspected the bodywork for accident damage, the condition of paintwork, rot (either external or internal), all electrical equipment, and tyres, and no warranty condition or representation is in any circumstances given or to be implied in relation thereto.

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**Page 2**

(v) The mileage recorded on speedometers or other instruments may not be accurate, if not declared as correct then such readings are not and must not be taken to be descriptive of the age or mileage of any vehicle and no warranty condition or representation is given or to be implied in respect thereof. Any person tendering a bid will be deemed to accept that such readings are inaccurate.

(vi) Subject to the above, every person or persons entering a vehicle for sale describes and warrants.

- (a) that such vehicle is in roadworthy condition
- (b) that the stated year of registration is correct
- (c) that the Registration Book of the said vehicle has not been endorsed to the effect that the vehicle has been a total loss, except where disclosed on the entry form.
- (d) that there is no undisclosed major defect in the said vehicle. In the event of any dispute as to the existence of a major defect or as to whether a vehicle is roadworthy, such dispute shall be determined by the Auctioneers in their absolute discretion. Save as aforesaid no condition warranty or representation shall be given or implied on the sale of any vehicle or from anything said in the course of sale.

(vii) Save for the breach of any condition or warranty under clause 11(i) herein, the sole remedy of any buyer for any breach of condition or warranty, express or implied, or for any misrepresentation, whether under clause 11(vi) herein or otherwise, shall be a right to rescind the contract of sale and to return the vehicle. It shall be a condition precedent to the right to rescind or to the return of a vehicle sold at a price of £3000 or more, that the buyer shall serve on the Auctioneers at their office Notice in writing of intention to rescind and of the grounds of such rescission not later than 2.00pm on the day next following the sale.

12. If any Lot is sold without a valid Test Certificate where such is required by law for use on a road, or which is in such a condition as to make its use upon a road is unlawful, there shall be deemed to be incorporated in the contract between the Seller and Buyer and undertaking on the part of the buyer that it will not be used on a road until a valid Test Certificate has been obtained and/or until it has been put into such condition that both by reason of its construction and of the state of its brake steering gear and tyres it may lawfully be used on a road, and that accordingly it will be conveyed from the Auctioneers' premises, and further as respects lighting equipment and reflectors that it will not be so used in contravention of the requirements imposed by law as to obligatory lamps and reflectors.
13. It shall be a condition of every sale that the buyer shall pay to the Auctioneers forthwith after sale and before removal of the vehicle an indemnity fee. In consideration of such payment the Auctioneers will indemnify the buyer against any loss or damage sustained by him as a result of any defect in title on the part of the seller as absolute owner of the vehicle, this indemnity to be limited to an amount equal to the purchase price of the said vehicle. IT SHALL BE A CONDITION PRECEDENT TO THE AUCTIONEERS LIABILITY SO TO INDEMNIFY THE BUYER THAT THE BUYER SERVE NOTICE IN WRITING ON THE AUCTIONEERS WITHIN TWENTY-FOUR HOURS IF THE CHASSIS NUMBER OF THE VEHICLE PURCHASED DIFFERS FROM THAT ENTERED IN THE REGISTRATION BOOK OR IF THERE HAS BEEN, OR APPEARS TO BE, ANY ALTERATION OF SUCH CHASSIS NUMBER OR IT IS NOT IN THE USUAL PLACE.

Save as aforesaid the Auctioneers give no warranty condition or representation express or implied as to the seller's title to sell and save aforesaid no condition warranty or representation is made or given by the Auctioneers expressly or by implication by Common Law Statute Custom or otherwise. No description is applied by the Auctioneers to any goods offered for sale or is to be implied from anything said in the course of sale.

14. Every person entering any vehicle for sale agrees to indemnify the Auctioneers against all and any loss or damage which the Auctioneers may sustain (i) by reason or any defect in the title of the person entering such vehicle for sale, or (ii) under the Trade Descriptions Act 1968 or otherwise by reason of any information given to the Auctioneers by the person entering such vehicle for sale.
15. The Auctioneers shall be entitled to sell any vehicle by private treaty, and in so selling act solely as agents for the person or persons entering the vehicle, and subject to these Conditions of Sale.

Every person entering a vehicle for sale and every person bidding for any such vehicle shall be deemed to have read and to accept these Conditions of Sale and to contract subject thereto.