

## **CONDITIONS OF ENTRY AND SALE**

**These conditions shall apply to all vehicles and equipment entered for sale and to all vehicles and equipment sold by auction or by private treaty by South Western Vehicle Auctions Ltd (hereinafter called "the Company") and shall be binding upon every Seller and every Buyer.**

- 1) The Company reserves the right to refuse access to any part of the Company's premises to any person for any reason.**
- 2) The Company reserves the right to refuse to auction any vehicle or equipment on any grounds which appear to them to be sufficient. The Company also reserves the right to cancel any auction on any grounds which appear to them to be sufficient.**
- 3) The Company may refuse to accept any item for auction without a completed entry form**
- 4) Vehicles and equipment are entered for auction when brought onto the company's premises.**
- 5.i) The Registration Document of a vehicle entered for sale must accompany the completed entry form and also (if appropriate) a current valid Ministry of Transport Test Certificate. If a current Road Fund Licence is on a vehicle when sold the benefit of such licence shall pass to the buyer without further payment. When a vehicle is sold with MOT / Service History etc. to follow, these must be presented within one week otherwise the sale can be rescinded.**
- 5.ii) The Company reserves the right to refuse the entry of a vehicle if the V5 / V52 is not produced by the seller at the time of entry.**
- 5.iii) Any vehicle or equipment entered for auction shall not be released from the Company's premises until after the sale and the Company reserves the right to re-offer for sale any unsold vehicle or equipment pursuant to the original entry form and subject to these conditions.**
- 6.1) All vehicles and equipment are "Sold as Seen"**
- 6.ii) 'Sold as Seen' means the vehicle or equipment is sold as it stands with all faults seen and unseen.**
- 7) If a reserve price is not stated in the space provided on the entry form the vehicle or equipment shall be sold without reserve and all vehicles over 10 years of age are to be sold without reserve, unless, in special circumstances, prior agreement is obtained from a Company Director.**
- 8. i) Save as provided in this clause the seller of any vehicle or equipment warrants to the Company and to any buyer that he is the unencumbered owner of such vehicle or equipment and is entitled to sell the same.**
- 8.ii) Where any vehicle or equipment is the subject of a hire purchase or credit sale/ lease agreement, or is in any way subject to a charge or lien restricting the seller's right to dispose of the same, the seller undertakes to make full disclosure of all material facts relating to such agreement charge or lien to the Company. The Company may then take all such steps including the postponement of the auction, as in their absolute discretion they see fit, to investigate the position and to safeguard the interests of themselves, of any buyer and of any person having any rights in or over such vehicle or equipment.**
- 8.iii) If the seller is acting as Agent for the owner of the vehicle or equipment he undertakes to disclose such agency to the Company and to produce written authority from the owner for such sale in such form as may be laid down or approved by the Company.**
- 8.iv) The seller undertakes to indemnify the Company against any claim by any person arising out of any rights or alleged rights by such person in the vehicle or equipment entered for sale, whether arising from a hire purchase or credit sale/ lease agreement charge or lien or otherwise, and whether such rights were disclosed in accordance with sub-clause (ii) above or not. Such indemnity is to extend to cover any costs which the Company may have to pay (their own as well as any other party's) of any legal claim or defence reasonably prosecuted or maintained by the Company and arising out of or connected with such alleged rights.**

8.v) If a hire purchase or credit sale/ lease agreement is disclosed by the seller he will be charged a negotiating fee at the current rate\*, if the vehicle or equipment is sold. If such agreement is not disclosed, the Company may charge the seller with a negotiating fee\* or a sum representing payment for the work involved whichever is the greater, in addition to any rights under sub-clause (iv) above.

9) The Company shall be entitled to receive from the seller of any vehicle or equipment sold, commission at the applicable rate on the day of sale\*. The commission shall be due and payable by the seller to the Company immediately the vehicle or equipment is sold but the Company shall be at liberty to deduct the commission from the sale price before payment thereof to the seller. An entry fee\* is chargeable to all members of the public on all vehicles and equipment entered for sale and a handling fee\* will be charged for any car which requires Engineer's attention.

10) The Company will not be obliged to reveal any information about a seller unless a request is received in writing from the buyer through a legal representative with full details of the reason for the enquiry.

11) Vehicles entered for sale at auction but withdrawn without the prior consent of a director shall incur a commission charge based on the agreed reserve valuation of the vehicle as though it had been entered and sold at such value. In the case of vehicles being entered without an agreed reserve the commission will be based on a 'fair value' determined by the auctioneer taking into account age, condition and reasonable market value of said vehicle. Reserves cannot be increased or altered without the express agreement of the auctioneer.

12) Vehicles stored on the Company's premises and withdrawn prior to sale may, at the discretion of the directors, incur a storage charge\*

13) If any vehicle or equipment entered for sale is sold by the seller by Private Treaty on the day of the auction sale or subsequently (whether such vehicle or equipment shall have been offered for auction or not) to any buyer attending the auction, commission shall be payable to the Company as laid down in Condition 9.

14) Payment to the seller of the sale price (less any commission, fees, abatements or other monies due) will be made by the Company only provided these Conditions of Sale have been complied with. Such payment will be made by posting a crossed cheque to the seller or by bank transfer direct into the seller's bank account.

15) The Company reserves the right to withhold payment of any vehicle if the seller does not produce the MOT / Service History or there is any question over the matter of Title.

16) If any vehicle or equipment has in the opinion of the Company or its engineers been materially misrepresented such vehicle or equipment may be rejected by the buyer at his option within forty-eight hours of the end of the auction sale, but the seller will nevertheless be liable to pay the appropriate commission to the Company and the vehicle will be re-offered for sale (the facts supporting the misrepresentation being first declared) and the vehicle will be offered for sale subject to the last reserve price authorised by the seller. In the event of any vehicle or equipment being rejected by the buyer in accordance with the above terms, full commission will be payable by the seller to the Company before such vehicle or equipment is removed from the premises.

**COMMERCIAL AND PLANT SALES** are subject to the terms and conditions above including the following:-

17.i) All Commercial vehicles and plant are only accepted for sale on a 'sold as seen' basis.

17.ii) All vehicles which are unplatd and do not hold current MOT certificates will only be accepted by the Company at no reserve.

**The entry form shall be deemed to form the basis of the contract of sale between the seller and the buyer and neither party shall have any right of action against the Company and/or their servants in respect thereof.**

18.1) The Company's Auctioneers' right to bid on behalf of the seller is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

18.ii) Increments – Bidding increments shall be at the Auctioneer's sole discretion

18.iii) The highest bid will mean the 'winning bid' and a contract is made between the seller and the buyer, except where the vehicle has been entered with a Reserve Price and bidding has failed to reach the reserve figure

18.iv) Where the bidding does not reach the Reserve Price the auctioneer may make a provisional contract with the highest bidder, subject to agreement by the seller, such agreement will constitute a sale by Private Treaty.

18.v) In the event of any dispute arising between two or more bidders, the Company's auctioneer shall have the right to determine who is the highest bidder.

18.vi) A legal contract is entered into once the hammer has fallen and also when vehicles and equipment are sold by Private Treaty. Buyers are required to immediately give their names and address to the auctioneer and pay a 10% deposit by cash or debit card, the minimum deposit being £300.

19) A purchase fee is payable by the Buyer on all vehicles and equipment purchased\*.

20) Certain vendors will impose an extra management charge which will be added over and above the normal buyer's premium. Such additional charges will be detailed in the auction catalogue and a sticker on the vehicle will signify that an additional charge applies.

21) There will be a V5 processing charge.

22) The sale price and purchase fee shall be paid by the buyer in cash to the Company (or otherwise paid or secured to the satisfaction of the Company) on the day of sale and before the vehicle or equipment is removed from the Company's premises and such sale price or security shall be held as stake holder and not as agent for either the seller or buyer until payment is made to the seller as provided in Condition 14.

23) The risk shall pass to the buyer immediately but the property in the vehicle or equipment shall not pass to the buyer until the whole of the sale price is received by the Company and in default of such payment the Company may, at their discretion, declare the sale null and void.

24) Any buyer having agreed to purchase a vehicle or equipment by Private Treaty, a sale price having been agreed with the seller, will signify his acceptance by signing the Company's stamp, shown below.

**PRIVATE TREATY**

*I agree to purchase by Private Treaty Lot No:..... Sale No:.....  
for the agreed Figure of £.....with all faults seen and unseen.*

*Signed.....*

25) Multiple Purchases - No vehicles are to be taken until all vehicles are paid for.

26) At the Company's discretion, a buyer may pay for a vehicle or equipment by authorised credit card, after initially paying a deposit by cash or debit card. Any buyer wishing to use this method of payment must make it known to the cash desk on arrival following the fall of the hammer. He/she will be required to sign the Statement as follows:-

**CREDIT CARD PAYMENTS**

*I agree to purchase this vehicle Reg. No.....for £.....  
and to abide by the Auction's published Conditions of Sale.*

*Signed.....*

27.a) Unless by special arrangement agreed with a director of the Company, all buyers must complete full payment of their purchase within 24 hours of their agreed sale. Payment must be made by cash or direct debit unless otherwise agreed by a director of the Company. Any failure to pay within 24 hours or within any special terms agreed with a director of the company, may, at the discretion of the Company, result in the cancellation of the purchase contract and the forfeit of any deposit monies paid.

27.b) Unless by special arrangement agreed with a director of the Company, all buyers must remove the vehicles or equipment purchased within 48 hours of making full payment. Any vehicles or equipment not removed by the buyer within this period may incur storage charges at the prescribed rate\*

28) A percentage charge, at the respective applicable rate on the day\*, will apply to all payments made by cash or credit card. There are NO percentage charges on all Debit Card payments .

29.i) The Company and/or their servants accept no responsibility personally or otherwise for the truth, accuracy or sufficiency of any statement whatsoever contained in the Entry Form whether or not any such statement is read out in whole or in part by the Auctioneer from the rostrum. All such statements are made solely on the responsibility of the seller and the buyer is responsible for verifying the truth, accuracy and sufficiency thereof before bidding. All mileages should be considered incorrect unless otherwise stated.

29.ii) The Company will agree to cancel a sale and refund the purchase price, or an agreed part of the purchase price, should the description by the seller, other than mechanical of the vehicle, prove to be false to a material degree. This is subject to the alleged misrepresentation being brought to the notice of the Company in writing within 48 hours of the time of sale.

29.iii) Subject to compliance with the Company's Conditions of Sale and Entry, the buyer shall be entitled to a refund equivalent to the loss suffered to the maximum of the purchase price in the event of a defect in title to the vehicle. This commitment shall be subject to the Company being notified by the buyer in writing of the defect in title and being provided with satisfactory evidence to support the claim, within 6 months of the date of purchase.

30) Vehicles/ equipment left of the premises for two weeks are presumed abandoned by their owners. The Company will send notification by registered post to the last known owner stating that after a further 7 days the vehicles will be sold and the proceeds kept to defray storage charges.

31) CARS DECLARED INSURANCE TOTAL LOSS – It is the Purchaser's responsibility to ascertain that the vehicle has had a Vehicle Inspection Check (VIC)

32 i) Save as is set out in this clause the Company gives no warranty of any kind as to the nature or quality of any vehicle or equipment sold by them nor as to the fitness of the same for any purpose whatsoever. No employee of the Company is authorised to make any representation as to the condition of an entry which varies from the Company's 'SOLD AS SEEN' Entry Forms.

32.ii) In the case of a sale of a vehicle or trailer which does not comply with statutory requirements of the Road Traffic Acts and/or The Motor Vehicles (Construction and Use) Regulations or any subsequent amendments thereto, the buyer undertakes that he will tow or transport the vehicle from the Company's premises and will not use the same on a road in Great Britain unless and until it has been put into a condition which complies with the statutory requirements.

32.iii) The buyer undertakes to indemnify the Company in respect of any financial liability, which may attach to the Company, including any cost of them or of any other part payable by them arising out of any failure by the buyer to comply with his undertaking in sub-clause (iv) above.

33) The Company accepts no liability for any loss or damage either by theft, vandalism or fraud caused to vehicles / plant while on the Company's premises.

34) The Company undertakes to collect or deliver cars under their own comprehensive insurance and trade plates at a fee to be negotiated but the Company accepts no responsibility for any mechanical failure or damage to such cars howsoever caused.

*The Company acts only as agents and shall not be answerable or responsible for any matter in dispute between the parties.*

**DARREN LOVEYS**  
**COMPANY DIRECTOR**

**\* A SUMMARY OF CURRENT CHARGES IS AVAILABLE ON REQUEST**