





## **TERMS & CONDITIONS**

**A full copy of our conditions of sale is available on request.  
The following extracts relate specifically to vendors.**

### **CONFIRMATION OF OWNERSHIP**

The Vendor warrants to the Auctioneers and to the Buyer: That he is the true owner of the Lot or is properly authorised to sell the Lot by the true owner and is able to transfer a good and marketable title to the Lot free from any third party claims, liens and encumbrances and that all entries on the entry form are correct.

The Vendor will indemnify the Auctioneers, their servants and agents and the Buyer against any loss or damage suffered by them in consequence of any breach of the above warranty on the part of the Vendor.

The Auctioneers may make such announcements or publish such information supplied by a Vendor about any Lots using their discretion as they see fit.

The Vendor will indemnify the Auctioneers if any warranty is found to have been made by the Auctioneers as a result of such announcements or publications.

### **AUCTIONEERS AS AGENT FOR VENDOR**

The Auctioneers sell as Agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

### **TRADES DESCRIPTION ACT 1968**

The Vendor is reminded that under the terms of the Trades Description Act 1968 the Vendor of any Lot to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

### **ENTRY OF LOTS FOR SALE**

All Lots must be delivered to the Sale in Accordance with the terms of the Schedule set out on the Auctioneers entry form. No entries can be accepted on the day of the sale. All Lots brought to the Sale must be offered for sale by auction and must not be sold privately before the Sale. In the event that any private transactions take place following a sale whilst the Lots remain in the Saleground they must be administered by the Auctioneers. Such transactions will be treated as a sale of the Lots by the Auctioneers and these conditions will apply. If a Lot remains unsold following the sale for which it has been entered and remains on the Saleground the Auctioneers reserve the right to sell such a Lot at the Reserve Price without further consultation with the Vendor.

### **RESERVES**

The Vendor shall be entitled prior to the auction to place a reserve price on any Lot, being the minimum amount for which the Lot shall be sold. Such reserve shall be in writing and the document containing the reserve will be handed to the Auctioneers not later than one hour prior (or as advised in special conditions) to the commencement of the auction and in the event of the Vendor failing to do so the Lot will be sold without reserve. No responsibility can be accepted by Auctioneers for errors in respect of reserve prices. Where a reserve price has been placed only the Auctioneers may bid on behalf of the Vendor, whilst any third party may not bid on the Vendor's behalf. Any Lot bought in by the Vendor in excess of the reserve price will be subject to full commission charges.

### **COMMISSION & CHARGES**

The Vendor shall pay to the Auctioneers as follows:

Vintage & Classic Cars & Vehicles 5% + VAT (minimum £150 + VAT) plus an entry fee of £150 + VAT (£180.00);

Vintage & Classic Motorcycles 8% + VAT (minimum £50 + VAT) plus an entry fee of £50 + VAT (£60.00);

Number Plates 8% + VAT (minimum £50 + VAT) plus an entry fee of £50 + VAT (£60.00).

Late Entries incur an entry fee excess (£100 + VAT for a car; £30 +VAT for a motorcycle) which is refunded if the vehicle sells. The Vendor acknowledges the Auctioneers' right to charge the Buyer a premium.

Payment is normally made 14 days after the sale.

### **HEALTH & SAFETY & RISK**

All persons entering the Sale Site do so at their own risk.

All persons entering the Sale Site must take notice of all specific health and safety notices on display at individual sites.

If in doubt please consult the Safety Officer/ Auctioneer in charge.

### **VAT**

When answering VAT A overleaf, you are being asked if, as the vendor, you are VAT registered and bought the item under your name which is registered for VAT. When answering VAT B overleaf, you are being asked if, as the VAT registered vendor, you have reclaimed or will reclaim any VAT you were charged when buying the item.