

## CONDITIONS OF ENTRY AND SALE ..

1. In these conditions The Company shall mean the Leominster Car Auctions Ltds.
2. The Company reserve the right to refuse to auction a vehicle on any grounds which appear to them to be sufficient.
3. A vehicle for auction and given a Lot No. shall not be released from the Company's premises until the end of the sale and the Company reserve the right to re-offer for sale during the day of the sale any unsold vehicle pursuant to the original entry form and subject to these conditions.
4. The Vendor shall supply the relevant motor vehicle registration book for the vehicle and, if appropriate, a current Ministry of Transport Test Certificate and no payment shall be made to the Vendor until these documents are with the company.
5. The Company shall be entitled to receive from the Vendor of a vehicle sold, commission at the published charges or as may be otherwise agreed. The commission shall be due and payable by the Vendor to the Company when the vehicle is sold but the Company shall be at liberty to deduct the commission from the sale price before payment thereof to the vendor.
6. The sale price shall be paid by the Purchaser in cash to the Company, (or otherwise secured to the satisfaction of the Company) on the day of sale and before the vehicle is removed from the Company's premises and such sale price or security shall be held as stakeholder and not as agent for either the Vendor or the Purchaser until payment is made to the Vendor as provided in condition 10 and the entry shall be deemed to form the basis of the contract of sale between the Vendor and the Purchaser and neither party shall have any right of action against the Company and/or its servants in respect thereof. The property in the vehicle shall not pass to the purchaser until the whole of the sale price is received by the company and in default of such payment the Company may in their discretion declare the sale null and void.
7. Failure by a Purchaser to pay for and remove the vehicle within six days of the sale shall entitle the Vendor to rescind the sale and forfeit any deposit which may have been paid by the Purchaser in addition to any cause of action the Vendor may have against the Purchaser for failure to pay the balance of the purchase price.
8. If a reserve price is not stated in the space provided on the entry form the vehicle shall be sold without reserve.
9. Commission as provided in paragraph 5 hereof shall be payable to the Company if a vehicle entered for sale is sold by the Vendor on the day of the sale to a person attending the auction or if any vehicle entered for sale and withdrawn prior to it being offered for sale and in such latter case as if it had been sold at the reserve price or if no reserve price had been set at the Company's considered estimate of the current market price.
10. Payments to the Vendor 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 Vendor 3 clear days after each sale subject to Bank Holidays or any strike action and that the Company is satisfied that the Vendors are the owners of the property in the vehicle, or are entitled to receive payment.
11. (a) Where a vehicle entered for sale is disclosed to be subject to a Hire Purchase Agreement the Vendor will be charged a negotiating fee of £10 + VAT if the vehicle is sold. If such Hire Purchase Agreement is not disclosed the Vendor will be charged a negotiating fee of £10 + VAT in addition to commission as aforesaid and any other charges due.  
  
(B) If a vehicle subject to a Hire Purchase Agreement is sold the Company shall. be at liberty to make any necessary arrangements with the Finance House concerned that the vehicle shall not be returnable by the Purchaser.
12. If a vehicle has, in the opinion of the Company or its Engineers, been materially misrepresented, such vehicle may be rejected by the Purchaser at his option within one hour of the end of the auction sale or within three days where the defect complained of is that the Chassis of the vehicle is cracked, welded, plated or rusted, but the Vendor will nevertheless be liable to pay the appropriate commission to the Company and vehicle will be re-offered for sale (the facts supporting the mis-representation being first declared) if possible on the same day or otherwise on the next suitable auction day the vehicle will be offered for sale subject to the last reserve price authorised by the Vendor irrespective of the price at which it was sold and without reference to the Vendor.
13. If a vehicle has been sold at a price in excess of the reserve price and the Purchaser although entitled to rescind the sale within the provisions of Condition 12 elects to confirm the sale subject to any abatement in the purchase price the Company shall be at liberty (in order to conclude a sale) to make such abatement to the Purchaser as they in their sole discretion may deem reasonable in the circumstances provided always that such abatement shall not exceed the amount by which the sale price exceeds the reserve price.
14. Each vehicle is sold on the understanding that it will not be used on a road until it has been put into such a condition that both by reason of its construction and use and of the state of its brakes, steering gear tyres etc., it may lawfully be used upon a road and further as respect to lighting equipment and reflectors, that it will not be used in contravention of the requirements imposed by

law. Your attention is drawn to the Provisions of the Road Traffic Act, Conditions of which are posted in our auction rooms.

15. Any vehicle purchased at auction or entered for sale by auction still remaining on Company premises at the end of seven days from the date of sale, or entry, without the Company's consent, a parking fee of £5.00 per day will be payable, such fees to be paid before the vehicle is removed from the Company's premises. If in the opinion of the Company the worth of the vehicle is less than the parking fee due to them, the Company reserves the right to sell the vehicle as part or full payment of those fees.
16. No vehicle may be removed from the Company premises without the consent of the Company.
17. The Purchaser agrees to pay an additional sum for Clear Title, such as it is clearly displayed in the Company's premises. However, the Company cannot be held responsible for any claim against the vehicle which was not apparent at the time of sale.
18. The Company shall not be responsible for damage to or theft from vehicles on the Company's premises and it is understood that vehicles, their contents and accessories, are left with the Company at the owner's own risk.
19. Vehicles sold with end of sale trial - The Purchaser has up to 1 hour after completion of the sale to reject the vehicle if it found not to be as described by the Vendor.
20. Cars sold as seen! - When a vehicle is sold without warranty it means the car is sold as seen, any defects, mechanical or otherwise are accepted as conditions of purchase. There is no rejection possibility whatsoever after purchase.
21. Leominster Car Auctions do not declare if a vehicle is sold with a "non-transferable registration mark" or "disabled taxation class", purchasers need to contact DVLA for this information before purchase. We accept no responsibility for the provision or condition of a spare wheel with any vehicle.