

# Liverpool Motor Auction

(hereinafter called 'the Company')

## Conditions of Sale

- 1 On payment of any entry fee and delivery to the Company of a completed and signed Entry Form on the Company's Form a vehicle shall be entered for sale by auction by the Company on the following conditions.
- 2 The Company shall have the right to withhold offering any vehicle for auction if in its absolute discretion it thinks fit provided that it so exercises its discretion it will return to the proposed Vendor the said entry fee together with any documents handed to it pursuant to the next following clause
- 3 The Registration Book or Registration Document and the Ministry of Transport Test Certificate (if applicable) shall be handed by the proposed Vendor to the Company with the completed and signed Entry Form
- 4 If a current Excise Licence is on the vehicle when it is sold it will become the property of the Purchaser and the reserve price (if any) shall be deemed to include an allowance for such licence
- 5 Commission on the sale price of all vehicles sold through the auction shall be payable by the Vendor as specified in the Company's current 'Scale of Charges'. If a vehicle is not sold through the auction no commission is payable except as provided by the next following clause
- 6 If any vehicle is sold by the Vendor or his agent either
  - (a) after the submission of the Entry Form and prior to its being offered for sale by auction, or
  - (b) while remaining on the Company's premises after having been unsuccessfully offered for sale by auction, or
  - (c) within 24 hours of the conclusion of the auction at which it was offered for sale.Commission shall be payable by the Vendor on the sale price as if the vehicle had been sold through the auction by the Company and these conditions shall apply so far as applicable to a sale by private treaty.
- 7 The Company may without giving any reason thereto accept the bidding of any person and shall have the right to bid on behalf of the Vendor.
- 8 It shall be the responsibility of a purchaser to remove any vehicle or vehicles purchased by him. If any purchaser has not removed any vehicle or vehicles purchased by him within 48 hours of the conclusion of the auction at which it was offered for sale, it or they may at the Company's discretion be offered for resale subject to these conditions so far as applicable but without reserve and any loss on resale together with selling commission on such a resale shall be due from the original purchaser alternatively, the Company may charge storage at the rate specified in the Company's current 'Scale of Charges' for any vehicle not removed within 48 hours as aforesaid, and any deposit paid by the purchaser on the original purchase will be forfeited.
- 9 Any unsold vehicle left on the Company's premises after 3.00pm, on the day after it was offered for sale by auction may be offered for sale at the next auction subject to these conditions where applicable but without reserve when a further entry fee shall be payable by the Vendor and the original Entry Form shall be utilised
- 10 (a) If a reserve price is not stated in the place provided in the Entry Form the vehicle will be sold without reserve.  
(b) Any reserve price stated by the Vendor shall include such commission as may be payable by the Vendor and the words net or 'clear' should not be used and will not be recognised by the Company.
- 11 (a) Any vehicle (including extras and contents) entered for sale by auction or delivered to or garaged by the Company will be sold by the Company at the Vendor's risk in every respect until sold when the risk will pass to the Purchaser  
(b) Any vehicle by whomsoever demonstrated to a Purchaser or a prospective Purchaser or tested shall be demonstrated or tested at the Vendor's risk and no responsibility will be accepted by the Company for loss or damage to any person or thing from any cause whatsoever notwithstanding that it may have been occasioned by the act negligence or default of the Company its servants or agents.
- 12 A vehicle entered for sale and given a lot number will not be released until it has been offered for sale by auction or the Company has ceased selling for the day.
- 13 On the sale of any vehicle whether by auction or private treaty the contract shall be deemed to be one solely between the Vendor and the Purchaser subject to these conditions so far as applicable and the parties shall have no legal right of action except against each other in respect of any matter cause or dispute arising out of or pursuant to the sale except as hereinafter provided.
- 14 No warranties description conditions or representations of any kind whatsoever express, implied or statutory on the part of the Company are given by the offering of any vehicle for sale or by anything said or written in the course of the auction or any other negotiations except as provided by the next following clause.
- 15 (a) For the period of 6 months after the date of the auction the Company warrant that the Vendor has a good right as to title to sell the vehicle and will indemnify the Purchaser for any loss or damage he may sustain as a result of any breach of such warranty provided that the amount of such indemnity shall not exceed the market value of the vehicle to a seller at the date when the Company is requested to implement this indemnity as stated in the current trade Guide or alternatively the price paid by the Purchaser whichever be less and provided that 'the Company may at its option replace the vehicle with another which in the opinion of the Company is similar in type and condition instead of refunding the price or market value as aforesaid such market value shall be ascertained by an Assessor appointed by the Company and his decision shall be final and binding such Assessor may be in the Company's employ  
(b) If the Company is requested to implement the said indemnity and does so it shall be entitled to take any proceedings it considers necessary against the Vendor in the name and with the authority of the Purchaser and the Purchaser agrees that he will lend his name to any such action  
(c) For the warranty contained in sub-clause (a) hereof the Purchaser shall pay to the Company such sum as listed in the Company's Scale of Charges in addition to the purchase price such sum to be paid by the Purchaser to the Company at the same time as the said purchase price.
- 16 The highest bidder for each vehicle shall be the Purchaser thereof and in the event of any dispute arising to any bidding the vehicle in respect of which the dispute arises shall be immediately put up for sale again at the last undisputed bidding or the dispute may be determined by the Company as it in its absolute discretion thinks fit.
- 17 The Company shall be entitled to call on the fall of the hammer for 10% of the purchase price in cash with a minimum of £100 and the balance of the purchase price shall be paid to the Company on the day of the sale or before the vehicle is removed from the Company's premises such payment shall be in cash or cheque at the option of the Company and the purchase price shall be held by the Company as stakeholder and not as agent until paid over to the Vendor by the Company.
- 18 Unless otherwise expressly agreed in writing the property in any vehicle shall not pass to the Purchaser until the whole of the price has been received by the Company Where payment or part payment is received by cheque or other negotiable instrument the Company will be deemed to have received payment when value has been received for such instruments by the Company.
- 19 (a) If any vehicle is sold good and a major defect is not disclosed by the Vendor on the entry form or if the vehicle has been misrepresented by the Vendor and the Company's engineers agree that there is a major defect or that the vehicle has been misrepresented the Purchaser may rescind the Contract provided that his complaints are put in writing and the vehicle is returned to the Company's premises with the complaints within ONE HOUR of the end of the sale in which the vehicle was purchased and notwithstanding such rescission commission at the rate aforesaid and any other monies paid to the Vendor shall be payable by the Vendor.  
(b) If any contract is so rescinded the vehicle may in the absolute discretion of the Company be re-submitted for sale subject to those conditions so far as applicable if possible on the day it is rejected otherwise on the next available auction day of the Company when such defect will be disclosed and the vehicle offered for sale without reserve and irrespective of the price at which it was originally sold and without reference to the Vendor  
(c) Nothing in this clause shall apply to any vehicle sold for £300 or under such a vehicle is not returnable and is sold without any conditions warranties descriptions or representations of any kind whatsoever express implied or statutory
- 20 If any vehicle is given an incorrect lot number or if the lot numbers given to any vehicle are changed by mistake or otherwise any contract entered into as a result of such vehicle being offered for sale with such lot numbers as aforesaid shall be void.
- 21 Where a motor vehicle is sold and does not comply with the Motor Vehicle (Construction and Use) Regulations 1963 or any subsequent re-enactment or modification thereof or has no valid Ministry or Transport Test Certificate or is in such condition as to make unlawful its use upon a road such vehicle shall not be removed from the Company's premises under its own power but must be removed by the Purchaser or his agent either on tow or conveyed on a lorry or trailer.
- 22 The Vendor hereby undertakes to indemnify the Company from and against any actions costs proceedings loss and damage sustained by the Company in consequence of the sale of any vehicle or consequent upon the Vehicle being on the Company's premises or otherwise and notwithstanding that the same may have been occasioned by the negligence or default of the Company its servants or agents.
- 23 If any vehicle if collected by the Company prior to being offered for sale or delivered after a sale a charge will be made as specified in the Company's current Scale of Charges.
- 24 If any vehicle which is sold is subject to a Hire Purchase or Credit Sale Agreement which is settled by the Company a Settlement fee shall be payable by the Vendor to the Company as specified in the Company's current 'Scale of Charges'.
- 25 Cheques may be refused by the Company in its sole discretion.
- 26 Payment to the Vendor of the sale price less any sums payable by the Vendor may be made by the Company's cheque.
- 27 Any auction may be commenced postponed or terminated by the Company at any time in its sole discretion.
- 28 A purchaser of any vehicle sold by auction shall have been drawn to these Conditions at the commencement only of the auction for that day.
- 29 In these conditions the word 'Vendor' shall include the person signing the Entry Form and where the context so admits his principal if he is contracting as agent whether for a disclosed or undisclosed principal and the word 'vehicle' shall include the chassis body engine wheels tyres seats and any other part or parts extras contents or otherwise which shall have been in or on the same when the Vendor completes the Entry Form.
- 30 RESERVES:  
The following vehicles may be subject to a reserve price:
  - a) Cars under 8 years old (holding a current MOT certificate if applicable).
  - b) Commercial vehicles under 5 years old (holding a current MOT/PLATE certificate if applicable).
  - c) Any vehicle where a current contract for multiple disposals exists between the company and the vendor.
  - d) Any other vehicle not included in the above categories at the company's discretion but where agreement in writing as to reserve exists between the vendor and the company prior to the vehicle being offered for auction.
  - e) As bidding proceeds on each lot the status of each sale shall be indicated by the illuminated signs 'ON SALE' or 'SOLD PROVISIONALLY' situated immediately above the rostrum.
- 31 The Company fee structure is detailed in the 'Scale of Charges' notices displayed in Reception and in the Auction Hall.

# LIVERPOOL MOTOR AUCTION LTD



LOT	SALE NO.
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REC'D UNIT	
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DORSET HOUSE, WEST DERBY ROAD, LIVERPOOL L6 4BR TEL: 0151-263 7351 FAX: 0151-260 6352  
 AUCTIONS HELD EVERY MONDAY 4.00p.m. - WEDNESDAY 3.00p.m. - FRIDAY 4.00p.m.

Make \_\_\_\_\_ Model \_\_\_\_\_ Type of body \_\_\_\_\_

Year of manufacture \_\_\_\_\_ Engine Size \_\_\_\_\_ Reg No \_\_\_\_\_

Taxed until \_\_\_\_\_ MOT expiry date \_\_\_\_\_ Colour \_\_\_\_\_

Has the vehicle spare wheel?  YES  NO Is the vehicle a commercial vehicle?  YES  NO

Has the vehicle a radio?  YES  NO

Are you a VAT Registered Person or Company?  YES  NO If so state your VAT Reg No \_\_\_\_\_

Chassis No \_\_\_\_\_

I have checked my vehicle and confirm that there are no personal items/tax discs/removable radios etc. I understand that any remaining items in the vehicle will become the property of the purchaser upon the sale of the vehicle.

MILEAGE READING _____
<input type="checkbox"/> Accurate <input type="checkbox"/> Not Accurate

Has this vehicle ever been a total loss, or subject to insurance total loss, or registered on the vcar register.	YES	NO
Is the vehicle or any part of it now subject to a hire purchase or credit sale agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO If so, please state:		
(a) With whom _____	(b) Amount outstanding £ _____	

I/We certify that the above mentioned vehicle is (a) my/our absolute property free from any Hire Purchase Agreements OR (b) subject only to the above mentioned Agreement and I/We hereby AUTHORISE Liverpool Motor Auction Ltd to offer the above mentioned vehicle for sale by auction (or by private treaty if not previously sold by auction) in accordance with the Conditions of Sale overleaf which I/We have read and understood.

**RESERVES:**

- The Following vehicles may be subject to a reserve price:
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- c) Any vehicle where a current contract for multiple disposals exists between the company and the vendor.
- d) Any other vehicle not included in the above categories at the company's discretion but where agreement in writing as to reserve exists between the vendor and the company prior to the vehicle being offered for auction.
- e) As bidding proceeds on each lot the status of each sale shall be indicated by the illuminated signs 'ON SALE' or 'SOLD PROVISIONALLY' situated immediately above the rostrum.

THE RESERVE PRICE
OF £

**SCALE OF CHARGES:**

THE CURRENT CHARGES PAYABLE IN RESPECT OF ENTRY FEES, COMMISSION, HPI FEES, INDEMNITY AND STORAGE ARE AS PER THE NOTICES DISPLAYED IN RECEPTION AND IN THE AUCTION HALL.

Any misrepresentation that result in the cancellation of the sale, the vendor agrees to pay in full the commission due on the sale as per our current charges.

Date \_\_\_\_\_ Signed \_\_\_\_\_  
 Director, Proprietor, Partner, Representative, Owner

NAME (cheque made payable to) \_\_\_\_\_

ADDRESS \_\_\_\_\_

Postcode \_\_\_\_\_

Phone No (Mobile) \_\_\_\_\_ Phone No (Home) \_\_\_\_\_

**FOR OFFICE USE ONLY**

PURCHASE NAME	COMMISSION				SOLD FOR	£
ADDRESS	ENTRY FEE				VAT <input type="checkbox"/> YES <input type="checkbox"/> NO %	
	H P I					
	SUB TOTAL				VAT AMOUNT	£
	PLUS VAT				DEPOSIT PAID	£
	TOTAL DEDUCTIONS					
TEL No.	CHEQUE No.	CHEQUE				