

GENERAL CONDITIONS OF AUCTION

SECTION A

GENERAL

- 1 THE SELLER shall mean any person, firm, company or agent therefore who requests 'SVA' to offer a motor vehicle for sale at any auction conducted by SVA. SVA shall be agent to the seller from the moment that the seller deposits with SVA an ENTRY FORM completed to the satisfaction of SVA.
- 2 THE PURCHASER shall mean any person, firm, company or agent who makes the final bid at an auction that the bid is accepted and acknowledged by the auctioneer by the fall of the hammer. The Contract of Sale shall bind the Purchaser from the moment the hammer falls.
- 3 THE CONTRACT shall mean, the Contract of Sale between the Seller and the Purchaser formed through the agency of SVA. Whilst SVA shall be entitled to enforce the Contract of Sale, on behalf of the Seller, SVA shall not be party to that contract nor shall it in any way be liable as a result of that contract.
- 4 All commissions, fees and other expenses payable to SVA shall be subject to VAT where applicable.
- 5 These conditions and all contracts formed pursuant to them shall be interpreted in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

SECTION B

SELLER – This section applies only to the Contract of Agency between SVA and the Seller and does not form any part of the Contract of Sale between the Seller and the Purchaser.

- 1 Each vehicle entered into auction must be accompanied by:
 - a) Its vehicle registration document
 - b) A completed and signed entry form
 - c) MOT Certificate (if applicable)
 - d) Payment of entry fee
- 2 Vehicles over 8 years old and/or without a current MOT certificate must be entered without reserve to the highest bidder (unless otherwise agreed by SVA).
- 3 SVA shall not be liable for any loss or damage caused to any vehicle on the auction premises.
- 4 Vehicle once entered in the sale may not be withdrawn.
- 5 SVA shall be entitled to a commission on the sale price of every vehicle sold at its current rates (a copy is available on request). In addition an entry fee is payable each time the vehicle is entered in the sale.
- 6 If unsold vehicles are not removed from the auction premises by the day after the date of the auction, the Seller will be liable to a daily parking charge of £5.00.
- 7 Any sale cancelled due to misrepresentation or other default of the Seller, will render the Seller liable for the commission which would have been due if the sale had not been cancelled.
- 8 A fee of £10.00 will be charged for settlement of any outstanding finance, lease, hire purchase or contract hire agreement.
- 9 Without prejudice to SVA's common law rights as agent, the Seller will indemnify SVA against any loss or expense incurred by SVA in acting as the Seller's agent.
- 10 The proceeds of sale of every vehicle sold by SVA shall be paid into a Bank Account. SVA may deduct from the proceeds of sale, the amount required to settle any outstanding finance, lease, hire purchase or contract hire agreement, any unpaid expenses and VAT shall pay the balance to the Seller after 5 working days. From the point payment was received from the purchaser, any cheques issued by SVA for payment of vehicles not presented by the Seller within 6 months from its time of issue, shall revert to SVA.

SECTION C

PURCHASER

- 1 At the fall of the hammer a Contract of Sale is made between the Seller and the Purchase and the vehicle becomes the Purchaser's risk. SVA will not be responsible for any loss or damage to the vehicle howsoever caused.
- 2 On the making of the Contract of Sale the Purchaser shall give his name and full address to the auctioneers assistant together with the appropriate cash deposit.
- 3 No vehicle may be removed from SVA's premises unless and until payment in full has been made.
- 4 Payment in full must be received by close of business on the working day following the day of sale. Failure to make such payment may result in the sale being cancelled and the Purchaser's deposit being forfeited. Alternatively, SVA may sue the defaulting Purchaser on the Contract on the Sellers behalf and interest shall accrue upon any part of the purchase price remaining unpaid calculated on a daily basis from the day following the sale at a rate of 4% per annum over Bank base rate for the time being in force (both before and after judgement).
- 5 Payment may be made in CASH, BANKERS DRAFT, BUILDING SOCIETY CHEQUE, DEBIT CARD or CREDIT CARD (which carry a 4% charge plus VAT).
- 6 The Purchaser will pay a buyer fee (at a scale published on the premises from time to time) on each vehicle purchased. Shoreham Vehicle Auctions Ltd. Will for a period of 28 days immediately following the sale, hold the Purchaser indemnified against any loss arising from any defect in the Seller's title subject to the following conditions:
 - a) It shall be obligatory on the Purchaser to notify SVA within 24 hours after the sale, in writing, if the Vin/Chassis/Frame No. of any vehicle purchased differs from that shown on the Registration Document/V5 or if there has been any alteration or apparent alteration of such Vin/Chassis/Frame No. or if the Vin/Chassis/Frame No. is not in the usual place or if any apparent alteration has been made to the details shown in the Registration Document/V5. Failure to notify this will invalidate the indemnity.
 - b) The maximum amount payable shall not exceed the purchase price paid for the vehicle.
 - c) And no claim for consequential loss will be considered.
- 7 If a vehicle is found within a period of 4 working days to have been an insurance loss and this fact was not declared on the entry form, the purchase price will be refunded. (This does not apply to correctly repaired vehicles).
- 8 No claims shall arise against SVA under the indemnity in Clause 6 of this Section C or otherwise as the result of any inaccuracy, maladjustment of or interference with any odometer gauge or other instrumental display.
- 9 Vehicles sold 'without warranty' or 'sold as seen' are purchased with no end of sale trial and regardless of any windscreen description. Such vehicles are sold as seen with no guarantee and no right of cancellation.
- 10 Vehicles over 5 years old or sold for £1250 or less are sold without warranty. They are sold as seen with no guarantee and no right of cancellation.
- 11 Vehicles if sold with a mechanical description are offered with an 'end of sale trial'. The engineer will examine any mechanical fault not disclosed on the entry form. If the engineer agrees the complaint, the sale may be cancelled or a price reduction negotiated with the Seller.
- 12 The 'end of sale trial' period lasts for 1 hour after the end of the auction. No complaints whatsoever can be considered after this period.
- 13 Vehicles are sold by their date of registration or earlier manufacture as stated in the Registration Document and NOT by the manufacturers model or serial number.
- 14 SVA is not party to the Contract of Sale between the Seller and the Purchaser and no conditions, warranties or representations regarding the vehicle are give or made by SVA.
- 15 Where the vehicle is sold without a valid MOT certificate or any other certificate required by law or in an un-roadworthy condition within the meaning of the Road Traffic Acts, the Purchaser undertakes not to use the vehicle on any public road until the vehicle has been supplied with the necessary certificates or has been put in a roadworthy condition.