

# TERMS OF BUSINESS AND CONDITIONS OF SALE

## EFFECTIVE FROM 1st JULY 1961 (LAST REVISION OCTOBER 2007)

- 1 An application form for the entry must be signed by the vendor. The entry is accepted subject to these terms of business. The company reserves the right to (a) increase a vendor's reserve (b) refuse to offer the item/s for sale (c) withhold the offering for sale of any item/s for a reasonable period not exceeding fourteen days (d) sell the item/s either by auction or private treaty.
- 2 If the item/s is mechanically or electrically propelled the registration document together with the Ministry of Transport Test Certificate if applicable and all relevant documents shall be handed over with the completed entry form. Should the item/s referred to on the entry form not have a registration document or other relevant documents applicable to that item and the company agrees to sell the item for the vendor, then no undertaking is given or implied by the company that relevant documents will be obtained and the purchaser must accept and pay for his purchase on this understanding.
- 3 Should the item/s fail to reach the reserve price in the open market, the company shall have the first right to purchase the item/s at the reserve price less the fee stated in the company's term of business and conditions of sale No. 21. Before doing so the company shall publicly announce on the day that such purchase is being made by the company. The company can be called upon by the vendor to give satisfactory proof that the price at which the company bought the item/s was market value at the time.
- 4 Any item/s that fail to reach the reserve price, will be sold subject/provisional to the last bidder. The company will then contact the vendor to see if he wishes to sell the item or to lower his reserve. It is the responsibility of the bidder to contact the auction to see if his bid has been accepted.
- 5 The company shall have a lien on the item/s for all monies due to the company whether in respect of the sale price of the item/s, transportation fees, storage charges or otherwise.
- 6 The company reserves the right to bid on behalf of the vendor and without giving any reason therefore, refuse to accept bidding of any person or persons.
- 7 If a reserve price is not stated in the place provided on the entry form, the item/s will be sold without reserve. In the case of a mechanically or electrically propelled vehicle either without a current Ministry of Transport Test Certificate or 10 years old or older, it will be sold without reserve unless otherwise agreed by the company in writing.
- 8 Owners of item/s leave them at their own risk and no responsibility is accepted for theft, loss by fire, enemy action, damage by frost or other causes whilst the item/s remain on the premises.
- 9 Insurance is the responsibility of the vendor until the fall of the hammer thereafter the responsibility falls to the purchaser.
- 10 If the vendor enters item/s for sale and then sells them by private treaty either on or off the company premises without the company's consent, fees shall be payable to the company at the standard rate stated in the company's terms of business and conditions of sale. Such fees to be paid by the vendor or the purchaser at the option of the company.
- 11 Item/s accepted for sale shall not be released from the premises until they have been offered for sale by the company and the company's pass-out has been issued. The company reserves the right to withhold any unsold item/s so they can be re-offered later in the same day.
- 12 Payment to the vendor of the sale price less the fee due will be made by the company's crossed cheque.
- 13 Item/s purchased by auction must be collected by mid-day on the following day. Storage will be incurred after this time as per company charges and fees.
- 14 A vehicle which has been re-built or re-registered must be described as such by the vendor on the entry form.
- 15 Neither a vendor nor a purchaser may take advantage of an error or mistake appearing in the literature, catalogue, price list or other information referring to item/s or any item/s being sold earlier than had been published, nor shall the company be liable for any such error or mistake.
- 16 On the sale of any item the contract shall be deemed to be one solely between the person or firm signing the entry form in respect of such item/s and the purchaser. The purchaser and such person or firm shall have no legal right or action except against each other in respect of any cause or matter arising out of the sale.
- 17 All items are sold as seen and without warranty.
- 18 The highest bidder for each item/s shall be the purchaser thereof and in the event of any dispute as to any bidding, the item/s in respect of which the dispute arises shall immediately be put up for sale again at the last undisputed bidding or the dispute may be determined by the auctioneer.
- 19 Value Added Tax. Vendors requiring the company to collect VAT on item/s entered for sale must state their VAT No. in the space provided on the entry form. All bidding is exclusive of VAT and will be added if applicable at the current rate to the purchase price.
- 20 If an item is sold through our retail sales department the vendor will receive the reserve price less the charges irrespective of the price realised.
- 21 **The Company Charges & Fees Cars and light vans (carrying capacity up to 508kg/10cwt)**

Entry Fee	£10 per week (two sales)
Commission	10% with a premium of £20.00 for the first £100.00
Storage	£15.00 per day if not sold after the second sale

**Heavy Commercials and All other items**

Commission	Item £99 or less - 15% with a minimum of £5.00
	Item £100 - £999 - 10% with a minimum of £20.00
	Item £1000 of over - 5% with a minimum of £100.00
Storage	£15.00 per day after the sale if not sold

**Buyers Premium**

Payable by purchasers of all lots. This premium is not refundable. For further details and current prices see signs in Auction Hall and Office.

**All charges are plus VAT at the current rate.**
- 22 The purchase price shall be paid on the day of the sale before the item/s are removed and such purchase money shall be held by the company as stakeholder and not as agent until paid to the vendor. The auctioneer is entitled to demand a cash deposit before bidding up to £1000 = £200 deposit and £1000 upwards = 10% with a minimum of £500 deposit. The purchaser of each item/s shall in addition to any demand for a deposit give his name and address to the auctioneer. Upon failure to comply with the above conditions then the item/s shall be re-sold by public or private sale and the deficiency (if any) arising upon a re-sale together with all charges incurred during both sales shall be made by the defaulter of the sale.
- 23 Item/s left on the company premises without written authorisation from the company for a period exceeding 2 weeks from the date of entry or purchase as the case may be, will be sold by auction without reserve and without further notification to the owner and selling charges plus storage charges at the rates aforesaid will be deducted from the proceeds of the sale and the balance sent to the owner.
- 24 The vendor must agree with the company's decision in the event of any claim arising out of the sale of the item/s or agree for the sale to be cancelled.
- 25 All vehicles that could be driven on the road are sold on the condition that they will not be used on the road until they have been put into such condition that both by reason of its construction and of the state of its brakes, steering gear, tyres, windscreen washers and lighting equipment, it may be lawfully used upon the road.
- 26 It is a condition that the purchaser of any item shall immediately after the sale pay to the auctioneers the appropriate buyers premium. In the event of a dispute over any matter and the company agrees to cancel the sale, then the company will refund the purchaser his monies less the buyers premium charge.
- 27 Items with a registration number are checked with Equifax (HPI) and if found to be on hire purchase then the company reserves the right to re-call the item/s and refund the monies less the buyers premium or to discharge the sale proceeds to the hire purchase company, in which case the vendor will be charged a minimum of £25.00 plus the company's selling fees. (The company does not accept any liability regarding title except in the case where there is a registration number and the buyers premium has been paid.)
- 28 All vehicles sold for £1500 or under will not be checked on the vehicle conditional alert register. If the vehicle is sold over £1500 and the vendor has failed to inform us that the vehicle is on the vehicle conditional alert register, then in the event of the vehicle being returned, the company has the right to refund the purchaser his monies less the buyers premium charge and charge the vendor the full charges that would have been incurred on the sale.
- 29 These conditions in no way release the vendor of any lot, motor vehicle or item from any liability to the auctioneers, the purchaser and/or their assigns, (as to the vendor's title to and right to sell the said motor vehicle). This condition shall not affect Condition No. 17 hereof precluding any right of action by the purchaser against LCE (Burnley) Ltd, who shall not be liable at all.
- 30 The commission of H.M. Customs & Excise have approved the company's self-billing. It is essential that VAT numbers stated on the entry forms are both current and accurate.