

## Classic Auction Terms & Conditions

### General Conditions

#### 1. DEFINITIONS

1.1 In these conditions the following terms have the following meanings, unless inconsistent with the context.

'Auctioneers' means Morris Leslie Vehicle Auctions, Errol Airfield, Errol, PH2 7TB.

'Commission' means the commission charged on the sale of Lots in accordance with Clause 2 below.

'Conditions' means the standard terms and conditions of business set out in this document.

'Lots' means all vehicles, machinery and all other items sold or intended to be sold in accordance with these Conditions.

'Purchaser' means a person, firm or company who purchases lots.

'Vendor' means any person, firm or company who puts forward lots intended to be sold at the Sale.

'Sale Day' means the day fixed by the Auctioneers for an auction and where the context so requires means the day fixed for the auction in which a particular lot is entered.

'Reserve Price' means the price expected by either the Auctioneers or the Vendor at which Lots are to be sold at the Sale.

1.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting persons include corporations and vice versa.

#### 2. COMMISSION AND ENTRY FEES

2.1 The Vendor shall pay commission to the Auctioneers as follows:

On each lot 5% (plus VAT) there shall be a minimum commission fee of £100 (plus VAT) and an Entry Fee of £50 (plus VAT) on vehicle entries ONLY for THIS SALE.

2.2 The Buyer shall pay commission to the Auctioneers as follows; On each lot 5% (plus VAT) there shall be a minimum commission fee of £100 (plus VAT).

#### 3. ENTRY OF LOTS FOR SALE

3.1 All goods must be offered in accordance with instructions as laid down in these Terms and Conditions by the vendor prior to the sale. Furthermore all entries for sale are accepted in accordance with our Standard Terms and Conditions of Business. Lot numbers will be allocated and affixed to all Lots accepted into the Sale.

3.2 No entries can be accepted on the day of the sale unless by prior agreement with the Auctioneers.

3.3 All reserve prices must be set out in writing and submitted into the Auctioneers office 48 hours prior to the sale otherwise no responsibility can be accepted by the Auctioneers for errors in respect of Reserve Prices.

3.4 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 notified to the Auctioneers. Such transactions will be treated as a sale of the Lots by the Auctioneers and these Terms and Conditions will apply.

3.5 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.

#### 4. WITHDRAWN LOTS

4.1 The Vendor may not withdraw any Lot from the sale without the Auctioneers' consent. If a vendor withdraws any Lot, the Auctioneers reserve the right to charge a fee equal to 10% (plus VAT) of the reserve price or £100 (plus VAT) whichever is greater.

#### 5. VAT

5.1 VAT at the standard rate will be added to items identified in the catalogue of sale as being subject to VAT.

#### 6. RESERVE PRICE & BIDDING

6.1 The auctioneers and/or the vendor reserve the right to fix a Reserve Price for any lot and withdraw that lot in the event that the highest bid price does not meet the reserve price.

6.2 The Auctioneers may without giving any reason refuse to accept the bidding of any person. In the case of a dispute as to any bid, the Auctioneers may forthwith determine the dispute or put up the Lot again at the last undisputed bid or alternatively withdraw the Lot completely.

6.3 No person may advance less of a bid than a sum named by the Auctioneers nor be allowed to retract any bid made.

#### 7. AUCTIONEERS AS AGENT FOR VENDOR

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

7.2 In the event that a Purchaser fails to pay the purchase price for the Lot in accordance with these Terms and Conditions and the Auctioneers have previously advanced to the Vendor of such Lot an amount representing such a purchase price the Vendor shall forthwith at the request of the Auctioneers assign all and any of his rights against the Purchaser in respect of the unpaid purchase price to the Auctioneers and shall execute such documents as may be required by the Auctioneers to give effect to such an assignment and further, shall give reasonable co-operation to the Auctioneers in any action, claim or proceeding brought by the Auctioneers against the Purchaser.

#### 8. RISK

8.1 All Lots remain at the Vendor's risk until sold and following such sale shall be at the Purchaser's risk.

8.2 The Purchaser is on risk once the hammer falls and is strongly advised to effect insurance at once. The Purchaser is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary.

#### 9. CONFIRMATION OF OWNERSHIP

The vendor warrants to the Auctioneers and to the Purchaser:-

9.1 That he is the true owner of the Lot or is properly authorised to sell the Lot by the true owner.

9.2 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.

9.3 That no Lot is subject to any hire purchase, lease, contract hire agreement or any other finance agreement or contract.

9.4 That the auctioneers have been notified in writing if any Lot has been the subject of an Insurance Total Loss Claim. Which shall be disclosed at and before the point of sale.

# Morris Leslie

## VEHICLE AUCTIONS

### 10. REMOVAL OF LOTS FROM THE SALE

10.1 All lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes can be obtained from the Auctioneers office. All Lots must be checked out by yard stewards.

10.2 All lots purchased must be cleared from the Saleground on the day of sale unless otherwise agreed with the Auctioneers in writing. Failure to remove Lots within the specified timescale will result in storage charges in accordance with current legislation, and will be payable on collection.

10.3 Any Lot which (without the express written consent of the auctioneers) has not been collected within 2 calendar months from the day on which it was sold or last offered for sale will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lots at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the auctioneers.

### 11. EXCLUSION OF LIABILITY

11.1 The auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever, to any property real or personal (including all lots) whether incurred before, during or after the sale.

11.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of personal injury to or death of any persons arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their staff or agents.

11.3 Any suspected mileage anomalies on Lots with warranted mileages must be notified to the Auctioneers within 2 working days from the fall of the hammer for consideration by the Auctioneers.

11.4 The auctioneers will disclose import details where known (or where the auctioneers should have reasonably have known), on Lots which may have been imported to the UK, furthermore any requirement to register such Lots in accordance with the appropriate DVLA regulations will be the sole responsibility of the Purchaser(s) along with the payment of any costs involved with this process,

### 12. DETAILS OF PURASERS AND PAYMENT

12.1 All prospective purchasers are required to Register for a bidding number before the auction at the Auctioneers' office, this requires the payment of a £500 deposit and the completion of a registration form.

12.2.1 All lots purchased must be paid in full, either on the day of the Auction or within 2 working days of the Auction.

12.2.2 In the event that we are not paid in accordance with our terms and conditions, we understand and will exercise our statutory right to claim interest and compensation for debt recovery costs.

12.3 Any interest earned on client's monies will be retained by the auctioneers.

12.4 By making a Bid for any Lot the person making that Bid accepts and warrants that he has read, makes his bid upon and agrees to be bound by these Terms and Conditions and further warrants that he has due authority and capacity to make the bid where the person making the bid is acting for an employer or principle they will be deemed to be acting for and on behalf of that person.

### 13. INSPECTION OF GOODS

13.1 All lots are sold with all faults. Purchasers should satisfy themselves prior to sale of the Lot as to the condition of such Lot, unless otherwise stated no warranty is given by the Auctioneers, their staff or agents or by any Vendor to any Purchaser in respect of any Lot.

13.2 The Auctioneers may at their discretion or upon the instruction of the Vendor alter or withdraw all or any lots referred to in the auction catalogue up to the moment at which the hammer falls in relation to such lot(s).

### 14. AUCTIONEERS' RIGHT TO ANNUL SALES

14.1 In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such lot or lots.

### 15. RESERVATION OF TITLE

15.1 If the Auctioneers allow the Purchaser to remove the Lot from the Saleground before the Purchaser has made full payment for the Lot then title to the Lot shall remain vested in the Vendor.

15.2 If the Auctioneers pay the Vendor the price of the Lot before the Purchaser has paid the price to the Auctioneers, title to the Lot shall pass from Vendor to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the Purchaser to the Auctioneers, when title shall pass to the Purchaser.

15.3 At any time before the title to the Lot has passed to the Purchaser, the Vendors or the Auctioneers (as the case may be) including the Auctioneers acting as agents for the Vendor shall have the right to enter upon the Purchasers property for the purpose of recovering the Lot.

### 16. COMPLIANCE WITH ROAD TRAFFIC ACTS

16.1 The Purchaser of any Lot whatsoever is responsible for complying with all legal requirements as to the construction and the use of such Lot and for obtaining all certificates, permits or other authorisations necessary before such Lot can be used on the public highway, private ground with public access, or be transported on same.

16.2 All lots, motor vehicles or others are sold as collector's items and not as a means of transport.

### 17. HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO FARM SAFETY

17.1 The Purchaser of any lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such lots.

17.2 There is strictly no customer access to any of the secured sale compounds at any time during the Auction.

17.3 Any child or children are the sole responsibility of the parent, guardian or appropriate adult they are in attendance with at Auction and under no circumstance are to be left unattended or allowed to roam freely.

17.4 Any animals or pets must be restrained appropriately by a lead or other suitable restraint at all times whilst in attendance at Auction.

17.5 The Auctioneers do not have any fuelling facilities whatsoever.

### 18. THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS (CPR's) 2008 and THE BUSINESS PROTECTION FROM MISLEADING MARKETING REGULATIONS (BPR's) 2008

18.1 The vendor is reminded that under the terms of the CPR's and BPR's the vendor of any Lot to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

18.2 The vendor is reminded that under the terms of the Trades Descriptions 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.

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