

CONDITIONS OF ENTRY AND SALE

1. These conditions shall apply to all vehicles entered for sale and to all vehicles sold by all of and any of the following companies: Leonard Tomlinson Limited, Bawtry Motor Auctions, and or any agent appointed on their behalf, hereinafter called 'the Auctioneers' and shall be binding upon every Vendor and every Purchaser and prospective Vendor and prospective Purchaser.
2. Unless authorised by the Auctioneers no vehicle will be accepted for sale unless the appropriate entry form has been fully completed and the entry fee paid. The registration document (and test certificate where applicable) must also be handed to the Auctioneers and payment to the Vendor for the vehicle may be withheld until this is produced. The particulars given on the entry form and the description of the vehicle contained therein form the basis of the contract between the Vendors and the Auctioneers and the Auctioneers shall not be liable to account to the Vendor for any loss which may arise through the use of such particulars of description in any sale. If a vehicle is sold on the basis of false information given by the Vendor, the Auctioneers may withhold from the proceeds of the sale (in addition to commission) the sum of £100 being a pre-estimate of their damage suffered in investigating the case and resolving it, but without prejudice to that right to claim further damages from him if such have in the event been suffered.
3. The Auctioneers shall be entitled to a commission on the price at which the vehicle is sold in accordance with the published scale of charges. The commission will be payable by the Vendor at the time of sale. If any vehicle on the Auctioneers premises, and or premises under the control of the Auctioneers, is sold by the owner or his agent to any person or his agent attending the premises, that sale shall be deemed to have been effected by the Auctioneers as agents for the owners, and full commission will be payable by the owner and or the Purchaser at the rate applicable to the sale price and or the market value determined by the Auctioneers.
4. If a reserve price is not stated in the appropriate place on the entry form the vehicle will be sold without reserve. An entry form bearing the words NETT or CLEAR or similar words will be construed by the Auctioneers to indicate authority to sell at the price stated on the form and to charge commission in addition. Vehicles will not be released until they have been through the saleroom or the Auctioneers have ceased selling for the day, unless commission at the published rates has been paid in full and/or all interests of the Auctioneers are settled.
5. Subject to Clause 13 all vehicles must be removed by the Vendor or Purchaser as the case may be before NOON on the next working day following the sale. In default of this storage will be charges in accordance with the published scale of charges. The Auctioneers reserve the right to re-offer any unsold vehicle remaining in the premises and to deduct any charges arising therefrom.
6. Vehicles sent to the Auctioneers for sale and left on the premises are so left at the Vendor's risk up to the time of sale and the Purchaser's risk thereafter. The Auctioneers accept no responsibility for loss or damage no matter how arising and if vehicles are demonstrated to prospective purchasers they are run at the Vendor's risk.
7. The highest bidder shall be the Purchaser subject to the Auctioneer having the right to take or refuse any bid if any dispute shall arise between two or more bidders the lot so in dispute may be immediately put up again for sale the last un-disputed bidding to the Auctioneers may declare which bidder he thinks proper to be the Purchaser. The Auctioneer reserves the right to determine the amount of advance at each bid. If the Vendor reserves the right to bid it is subject to such right being exercised at the discretion of the Auctioneers.
8. The Auctioneers reserve the right to sell by Private Treaty at the reserve price or such other price as may be agreed by the Vendor Commission shall be payable by the Vendor in accordance with the provisions of Condition 3 hereof.
9. Where a vehicle is sold without reserve and/or without warranty it shall be implied that it is sold as seen, and will all faults, imperfections and errors of description and the Purchaser shall have no right to return the vehicle to claim damage or to any other remedy of whatsoever nature.
10. Except where a vehicle is sold under Condition 9 hereof, all major defects not disclosed at the time of sale or any misrepresentation alleged must be notified to the Auctioneer by the Purchaser within the time specified by notices displayed in the Offices and about the Salesrooms of the Branch of the Auctioneers at which it has been sold, and the vehicle returned to the Auctioneers within that time. If a vehicle is sold with a major defect not disclosed on the Entry Form or has been rejected because of misrepresentation and the Auctioneers agree that there has been a misrepresentation, it need not be accepted by the Purchaser and the Vendors will be charged Selling Commission. In severe weather cracked engine blocks and cylinder heads must be notified within 30 minutes of the time of sale.
11. A vehicle which has been the subject of an Insurance Total Loss claim may only be rejected by a Purchaser by reason of such claim if:-
 - (a) The Auctioneers have not stated that the vehicle has been the subject of such claim and,
 - (b) The Purchaser has complained thereof within 96 hours of the time of sale.
12. On the sale of any vehicle the contract shall be deemed to have been made between the Vendor and the Purchaser. The Purchaser shall not have any legal right of action against the Auctioneers in respect of any cause to matter arising out of the sale. The vendor shall not have any such right against the Auctioneers if they have complied with his instructions on the Entry Form.

13. Where a vehicle is purchased which does not comply with the Road Traffic Acts and the Motor Vehicles (Construction & Use) Regulations or any subsequent Amendments thereto, the Purchaser shall not remove it from the Auctioneer's premises under its own power. Every vehicle is sold on the condition that it will not be used on a road in the United Kingdom until it has been put into such a condition that it may lawfully be so used.
14. Immediately a sale of a vehicle is completed the Purchaser shall give his name and address to the Auctioneers. He shall pay for the vehicle in full, or at the option of the Auctioneers shall pay a deposit and the balance before the vehicle is removed. If a Purchaser buys more than one vehicle he must have paid for them all in full before any one vehicle can be removed. Notwithstanding Clause 5 a payment by cheque will not confer upon the Purchaser a right to remove the vehicle until the cheque has been cleared and will not until clearance be deemed to constituted a payment within the meaning of these conditions. All vehicles shall be paid for not later than 1 p.m. on the next working day following the sale. If any vehicle is not paid for by that time any deposit will be forfeited and the vehicle resold without notice to the Purchaser. Any charges or loss incurred on any resale will be payable by the original defaulting Purchaser.
15. Neither the Vendor nor the Auctioneers are obliged to recognise the transfer of a vehicle from the Purchaser to a Sub-Purchaser.
16. Bodywork, upholstery, tyres, silencers, electrical equipment and all other accessories and other visible parts of any vehicle are sold as seen and without warranty.
17. Notwithstanding Condition 12 hereof but without prejudice thereto every Purchaser shall pay to the Auctioneers a premium at the rate set by the Auctioneers. This premium shall be due from the fall of the hammer and shall be paid when the vehicle is paid for. In consideration thereof the Auctioneers will for a period of one year from the date of the 'Contract of Sale' indemnify the Purchaser against up to 80% of any loss that the Purchaser may suffer through and defect in the title of the Vendor as absolute owner. This indemnity shall be limited to an amount equal to 80% only of the price paid by the Purchaser for the vehicle. It shall be obligatory on the Purchaser to notify the Auctioneers within 2 working days after the sale in writing if the Vehicle Identification Number/Chassis Number of any vehicle purchased differs from that shown on the registration documents or if there has been any alteration or apparent alteration of such VIN/Chassis No or if the VIN/Chassis No is not stamped in the usual place or if any apparent alteration has been made to the details shown on the registration document. The Auctioneers reserve the right to pay no indemnity if the Purchaser does not comply with this condition. On the sale of any vehicle the contract shall be deemed to have been made between the Vendor and the Purchaser and same as hereinafter appears, neither the vendor nor the Purchaser shall have any legal right of action against the Auctioneers in respect of any direct or indirect cause or matter arising out of a sale. On the making of the Contract of Sale, the Purchaser shall pay to the Auctioneers the premium due in accordance with the premium rate per vehicle as specified in the tariff.
18. Where a vehicle is provisional, or subject to the Vendor's decision to accept the bid, a deposit will be paid at the current rate displayed on the premises. A provisional bid remains a valid offer for 24 hours if, for whatever reason, the Auctioneers are unable to contact the Vendor. The deposit will not be refunded to the Purchaser until a decision has been made between the Vendor and the Auctioneers.
19. All vehicles over 10 years old must be offered without reserve unless authorised by the Auctioneers prior to the sale.
20. Where any lot or lots sold are found to be subject to a Hire Purchase Agreement, the Auctioneers reserve the right to discharge the existing liability to the Finance Company concerned remitting the balance, if any, to the Vendor on receipt of a Clearance Note for the Finance Company.
21. In respect of all period of time mentioned in these conditions, time shall no considered to be the essence of the contract
22. The word:-
 - (a) 'Vendor' used in these conditions shall include the owner of the vehicle, his authorised Agent other than the Auctioneers, and any other person offering the vehicle to the Auctioneers for sale whether he be authorised by the owner or not.
 - (b) 'Purchaser' used in these conditions shall include the persons to whom the vehicle is sold by private treaty, the highest bidder, the person declared by the Auctioneers as being the Purchaser and of any of the aforesaid persons are acting for a principal, the principal himself.
 - (c) 'Sale' used in these conditions shall include sale by private treaty as well as sale by auction.
 - (d) 'Vehicle' used in these conditions shall include all Motor Cars, Motor Vehicles, Motorcycles, Caravans, Trailers, Car Parts and Accessories entered for sale whether by Public Auction or by Private Treaty.
 - (e) 'Auctioneer' or 'Auctioneers' means any and all of the companies referred to in condition 1 above.
23. Conditions 6,9,10,11 and 16 above are subject to sections 2-8 of the Unfair Contract Terms Act 1977.

THE ABOVE CONDITIONS OF ENTRY AND SALE CANCEL ALL PREVIOUS CONDITIONS