

# Vehicle Entry Form

Please complete all sections

VENDOR'S (SELLER'S) DETAILS
Company:
Title:
First Name:
Surname:
CHEQUE PAYABLE TO:
Address:
Postcode:
Tel No:
Mobile No:
Email: Required
Reserve Price (If no reserve, enter 'NIL')
Vendor's (Seller's) Fees

Entry Fee - Sold and Unsold Vehicles - £20.00 per vehicle for the first auction and then £10 for each following auction.

Commission - Sold Vehicles Only - 10% of the sale price subject to a minimium of £50 and a maximum of £250.

VAT Applies to All Fees

### **Agreement and Signature**

I have read and agree to the Terms and Conditions of Sale. I certify that this vehicle is my property and that the information I have provided on this form is correct. I authorise you to sell this vehicle at the reserve price.

Name

Signature

Date

### How to Sell your Vehicle

- Complete your details on this page. Remember to enter a reserve price and sign the declaration. Our auctioneer will be pleased to help you set a reserve price; please just ask.
- Enter the details of your vehicle overleaf. Refer to your V5 Registration Document for this.
- Hand this form with your vehicle keys, V5 Registration Document, MOT Certificate and any other useful documentation to our customer service staff.

### **Promote Your Vehicle Online Now**

If you are at home or in your office you may like to enter your vehicle online at www.hobbsparker.co.uk/cars. This will then include details of your vehicle in our sale lists which are viewed by thousands of people each week.

### **Sold Vehicles**

We will send you a cheque less the Vendor's Fees; these are posted within 2 days from the date of the sale. We will also let DVLA know that you have sold your vehicle.

### **Provisional Sales**

If we have received a bid below (but close) to your reserve price we may contact you to see if you would like us to accept the bid. Please make sure we have a mobile telephone number so we may call you as soon as possible.

### **Unsold Vehicles**

Your vehicle will usually make its best price in the first auction. If your vehicle does not sell and our auctioneer considers the reserve price to be realistic then it may be offered in a second sale, at our discretion.

If a vehicle is unsold after two attempts it must be collected within 2 working days. Vehicles left at the site beyond this will be charged a storage charge of £3.00 per day.

### Office and Vehicle Collection and Delivery Hours

We are open from 9.00am to 5.00pm on Tuesdays, Thursdays and Fridays. On sale days we are open from 9.00am until the end of the sale at around 9.00pm.

promote your vehicle online now at www.hobbsparker.co.uk/cars

Hobbs Parker Car Auctions LLP Romney House, Orbital Park, Ashford, Kent TN24 0HB Tel: 01233 506266, Fax: 01233 506290

VEHICLE DETAILS:	Accepted by:	Direct			
All sections must be completed please. If you would like help please ask a member of our customer services team.	Input by:	Other			
Reg. No	HPI Result (office use)	'			
Mechanical Condition: (delete as applicable.)					
Sold As Seen / No Major Faults / No Major Faults apart from:	Mileage: (miles)				
	Mileage Status Correct / Incorrect		orrect / Incorrect		
	Name and Address (as per V5)	of Registered Kee	eper:		
(Important: Refer to Terms and Conditions of Sale)	Registration Docur	nent: Complete /	Green Slip / None		
Date First Registered: / /	(Other than Main Dealership will be accepted without a co	os NO vehicles	·		
Make:  Model:	Date Vehicle Acqui	<u> </u>	1		
(as per V5)	No. of Former Kee	pers:			
Engine Size: (cc) (as per V5)	Is this vehicle subj (Commercial vehicles only)	ect to VAT?	Yes / No		
MOT Valid Until: / /	VAT Reg. No:				
Is vehicle SORN? Yes / No	Service History: (ple	ease tick box)			
<b>Body Type:</b> (Eg. 5 Door Estate) (as per V5)	Not Available: Pa	art: Most:	Full:		
Transmission: Manual / Automatic  Colour:	Does the vehicle h	ave: (please tick box)			
Fuel Type: Petrol / Diesel / LPG / Hybrid	Air Con: Leath	er: Sat Nav:	Spare Key:		
Office Use Only	Sales Remarks: (	anything beneficial that will	help your vehicle sell		
Purchaser's (Buyer's) Details					
Company					
Title First Name					
Surname					
Address	(applies to all non-reg Commission will be c minimum commission	ssion. Please rea gistered trade account I harged at 10% of the s n charge of £50 and a r any entry fees. All char	holders) ale price with a maximum commission		
	Print Name:				
Postcode	Signature:				
Tel No					
Email	Office Use O	nly			
Agreement I agree to the Terms and Conditions of Sale listed overleaf.					
Deposit Paid:	Sale Price	£			

## This Page Office Use Only Please

### Office Use Only

Vendor				Provisio	nal Bids		
				Date	Bid	Purchaser	[]
Reserve	£			Negotiators Notes:			
Date	Initials	Reserve	[ ]	Date  Negotiators Notes:	Bid	Purchaser	[ ]
Date	Initials	Reserve	[ ]				
Date	Initials	Reserve	[ ]	Date  Negotiators Notes:	Bid	Purchaser	[]
Auctione	ers Note	s		Date Negotiators Notes:	Bid	Purchaser	[ ]
Auctioneers Va	luation:	£:					
CAP clean:		£:		Sale His	tory		
CAP average:		£:		Date	Max. Bid	Rec. Reserve	[]
CAP below:		£:		Date	Max. Bid	Rec. Reserve	[]
				Date	Max. Bid	Rec. Reserve	[ ]
				Date	Max. Bid	Rec. Reserve	[ ]
				Date	Max. Bid	Rec. Reserve	[]
				Date	Max. Bid	Rec. Reserve	[]
				Date	Max. Bid	Rec. Reserve	[ ]
				Remova	I Requeste	d	
		Thank you email:		Date	Removal Requested		[]

### Office Use Only

Accounts	
Sale Price	
VAT	
Commission	
Entry Fee	
Storage	
Sundries	
Collection	
Total	

## Office Use Only

Purchasers's (Buyer's) Fees
A Purchasers Protection Scheme Indemnity Fee will be added to the bid price of all sold vehicles as set out in the table below. General Sales include Monday and Wednesday Evening Sales, Commercial Vehicles. Special Sales include Sports & High Performance, 4WD, Diesel & MPV, Bank Holiday, Christmas Auction etc. VAT Applies to All Fees.

Sale Price		ce	General Sales	Special Sales
	£0	- £499	£110	£125
	£500	- £999	£125	£135
	£1000	- £1499	£150	£160
	£1500	- £1999	£160	£170
	£2000	- £2999	£180	£190
	£3000	- £3999	£190	£220
ı	£4000	- £4999	£200	£250
£5000 and above		nd above	£210	£260

### **Terms and Conditions of Sale**

- A completed entry form, the V5C (otherwise known as 'registration document' or 'logbook'), valid MOT certificate (if applicable) and correct entry fee must be handed to the Auctioneers who have the right to refuse to offer a vehicle for sale.
- Selling commission on the price for which the vehicle is sold shall be that prevailing at the time and displayed in the Auction Office. Such commission shall be paid by the Vendor on the vehicle being sold whether by auction or private treaty.
- 3 If the space provided in the entry form for "Reserve Price" is not completed the vehicle will be sold without reserve.
- 4 Vehicles are left on the Auctioneers' premises at their owners risk. No responsibility is accepted by the Auctioneers for any loss or damage except where such loss or damage is caused by the Auctioneers own actions, staff or agents.
- (a) On the sale of any vehicle the purchaser shall sign the memorandum endorsed hereon and the contract of sale shall be deemed to be one solely between the Vendor and the Purchaser. Neither the Vendor nor the Purchaser shall have any legal right of action against the Auctioneers in respect of any cause or matter arising out of the sale unless such loss is the result of the Auctioneers error, negligence or failure to disclose relevant information that had been provided by the vendor at the time of sale.
  - (b) All particulars on the entry form are bona fide given on information supplied to the Auctioneers, but the Auctioneers will not under any circumstances be responsible nor will any allowance be made to Purchasers should there be any error or misdescription in any lot. The Auctioneers take no responsibility for the correctness of any statements which are made on the entire responsibility of the Vendors. The Auctioneers however do not seek to avoid liability for their own errors, negligence or failure to disclose relevant information that had been provided by the Vendor at the time of sale.
- **6** Notwithstanding anything contained in these Conditions the Auctioneers reserve the right to declare any purported sale null and void if:-
  - (a) the Purchaser shall default in payment of the purchase price or
  - (b) in the opinion of the Auctioneers, and on complaint by the Purchaser within one hour of purchase, there has been any misrepresentation concerning the vehicle's mechanical condition or within 72 hours any material misstatement concerning the vehicle's mileage, accident, ownership history or age by the Vendor. The Purchaser's right to take action against the Vendor beyond these periods is unaffected.
- 7 The Purchaser should inspect any motor vehicle purchased by him before purchase. If the vehicle is entered "SOLD AS SEEN" then the Auctioneers will not consider any complaint whatsoever concerning the vehicle's mechanical condition, fitness for purpose or roadworthiness. The Purchaser's right to take action against the Vendor beyond these periods is unaffected.
- The highest bidder, if in due time and subject to the Vendor's reserve (if any) to be the Purchaser, subject to the Auctioneers having the right to refuse the bidding of any person. Should any dispute arise between two or more approved bidders, the lot in dispute may be re-offered, or not, at the discretion of the Auctioneers. Vendors reserve the right to bid. The Auctioneers' decision in disputed matters is final and binding on both Vendors and Purchasers.
- **9** The advance in the biddings shall be regulated by the Auctioneers and no person shall retract a bidding.
- 10 The Purchasers if required to do so by the Auctioneers are to pay down immediately on the fall of the hammer a deposit for a sum determined by the Auctioneers. This deposit will represent part payment of any lot or all lots purchased by the Purchaser who must give in their names and places of abode when required, default of which the lot or lots concerned shall be dealt with as lots uncleared in accordance with Clause 15 hereinafter contained.
- **11** Vehicles entered and given lot numbers will not be released until they have been through the saleroom or the Auctioneers have ceased selling for the day.
- 12 Vehicles shall be at the risk of the Purchaser from the fall of the hammer and shall be taken away at the Purchaser's expense and risk between the times named by the Auctioneers at the time of the sale. No vehicle will be released until paid for in full and where more than one vehicle is purchased no vehicle will be released until all vehicles are paid for in full. The Auctioneers however do not seek

- to avoid liability for loss or damage caused by its own actions, staff or agents. Vehicles can be paid for in full on the day of auction or at the latest by midday the following day. Any vehicles paid for after this time are deemed "Not Warranted or Sold as Seen" as per auction conditions, and no complaints will be entertained.
- 13 The Vendor will have no right to payment for any vehicle until the Auctioneers have received full payment from the Purchaser unless the Auctioneers have delivered the vehicle to the Purchaser without payment and without the Vendors consent.
- 14 Where the Auctioneers have paid the Vendor from their own monies and have subsequently received from the Purchaser a complaint about the Vendors vehicle requiring the cancellation of the sale the Auctioneers shall be entitled to recover the purchase price and any attendant costs incurred from the Vendor.
- 15 Upon failure to comply with any one or more of the above conditions, the money deposited shall be forfeited; the lots uncleared within the time stated shall be resold, either by public or private contract, and the deficiency, if any, upon such second sale, together with all charges attending the same, shall be made good by the defaulter or defaulters at the present sale, and be recoverable as and for liquidated damages; but any surplus that may arise there from shall belong solely to the Vendors.
- 16 The Auctioneers shall be the sole arbitrators in all matters of dispute arising from the auction and the right is reserved of bidding for, withdrawing, or altering the order of selling of any vehicle or vehicles and refusing the bidding of any person.
- 17 Cheques will not be accepted from Purchasers unknown to the auctioneer and may, in any case, be declined as an instrument of payment without reason. A maximum of £2000 may be paid in cash. Balances in excess of £2000 may be settled by debit card or credit card, (credit card payments are subject to 2% surcharge).
- **18** In the event of the vehicle being sold without a valid MOT Certificate if required by law for use on a road or if the vehicle shall be found by the Purchaser to be:-
  - (a) In such a condition that to use the same on a road would be unlawful by virtue of the Road Traffic Acts or
  - (b) that the condition of the vehicle's lighting equipment or reflectors or their maintenance is such that they cannot lawfully be used during the hours of darkness the Purchaser undertakes that he will not so use it until a valid MOT Certificate has been obtained or until it has been put into a condition in which it might lawfully be so used or in the case of the lighting equipment or reflectors will not be so used in the hours of darkness until it has been put into a condition in which the user of it will not contravene the requirements imposed by law. Nothing in this condition contained shall authorise the Purchaser to allow the vehicle to remain at the place of auction.

### 19 Purchasers Protection Schemes (Indemnity)

The Purchaser is required to pay in addition to the purchase price an amount set out in the Buyers Fees table over to the Agents who hereby undertake that they will at all times hereafter completely protect the Purchaser against all claims and payments for which the purchaser may be liable arising from and in the event that the Vendor does not have full legal ownership of the vehicle at the time of sale.

- 20 Complaints regarding vehicles listed as having 'NO MAJOR FAULTS' must be declared to the Auctioneers within one hour of the completed purchase. The vehicle must also be available for inspection at the Auctioneers premises at the time of any complaint. The purpose of selling cars 'NO MAJOR FAULTS' is to assure the Purchaser that the car is free of any major mechanical defect other than any stated at the time of purchase. Our view is that allowing for no more than reasonable wear and tear commensurate with age and mileage of the vehicle the following should be operating / functioning correctly:- Engine, gearbox, final drive, power steering unit, brakes, engine cooling system, air conditioning (where fitted), central locking, suspension, fuel systems and all major electrical systems, (excluding immobiliser, anti theft alarm, radio, battery and minor defects such as bulbs).
- **21** Ownership of any vehicle does not pass to the Purchaser until the vehicle is paid for in full.

### **Clients Monies**

Monies received on behalf of clients are deposited and held in a non-interest bearing client account maintained at: LloydsTSB, High Street, Ashford, Kent