

**HOBBS • PARKER****Classic Car Auctions**

# Bidders Registration Form

Auction Date

FT No:

OFFICE USE ONLY

## Personal Details

Title:	First Name:	Contact Tel: No:
Surname:		Business Tel: No:
Address:		Fax No:
Town/City:		Mobile No:
County:	Postcode:	Email:

## Bank/Billing/Deposit Details *(a refundable deposit of 10% - minimum £500 is required)*

Bank name:	Deposit Amount: £
Account No:	Bank Transfer: £
Sort Code:	Paid Card: £

## Confirmation of bid *(An email confirmation of your maximum bid is required to: cars@hobbsparker.co.uk)*

I authorize Hobbs Parker Car Auction LLP to bid on my behalf up to the amount below.

## Commission Bids

Hobbs Parker are instructed to accept telephone/commission bids on the following Lots. I understand that if my bid is successful the purchase price payable shall be the aggregate of the final bid and a Buyer Premium of 10%, together with VAT on the commission only. I also understand that all the Lots on offer are sold as collector's items and are not sold as operational means of transport. Please indicate if your bid is a Telephone bid (Tel) or a Commission Bid (Com) by ticking the relevant box on the table provided below.

Tel:	Com	Lot No:	Description:	£ (Com bids only)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Under these terms and Conditions (see reverse), the Auctioneer's and the Seller's liability in respect of the Lot, its quality, its manufacture, its value, its model description, its date of creation, its provenance, its prior owners, its component parts, its manufacture, its service history, any remedial work carried out on it, its road/air/sea worthiness, its safety, its heritage, its compliance with relevant laws or regulations, its fitness for any purpose and its conformity with any description are limited. You are strongly advised to review these Terms and Conditions carefully, to examine the Lot for yourself and/or obtain legal advice or an independent examination of the Lot before you bid and thereby make an offer to purchase it.

Please indicate below your acceptance of these terms and Conditions by signing below:

Bidders Name:

Approval Name:

Bidders Signature:

Date:



Approval Signature:

Date:

## Terms and Conditions of Sale

- 1 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.
- 2 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.
- 5 (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.
- 8 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 As of 25th June 2017 we will not be able to accept any cash payments. All payments must be made by payment card or by bank transfer by prior arrangement. (*Credit card payments are subject to 2% surcharge, inclusive of VAT*).
- 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.
- 22 All vehicles sold through Hobbs Parker Car Auction LLP whether by private treaty or through auction are subject to these conditions. The 1979 sale of goods act does not apply.

## 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