

Vehicle Entry Form

VENDOR'S (SELLERS) DETAILS:

Company _____

Title: _____

First Name: _____

Surname: _____

Address: _____

Postcode: _____

Tel: _____

Mobile No: _____

Email: _____

Cheque payable to: _____

If you prefer BACS payment please enter you bank details:

Bank: _____

Account Name: _____

Account Number: _____

Sort Code: _____

Reserve Price:

(If no reserve enter 'NIL')

£

Would you like our auctioneers to use
10% discretion on your reserve?

Yes: No:

Vendor's (Seller's) Fees:

**No entry fee for the first two auctions -
£30 per auction thereafter.**

**Commission will be charged at 5% of the sale price with a
minimum commission of £99 and a maximum commission of
£250. All charges are plus VAT.**

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 informa-
tion 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

- 1 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.
- 2 Enter the details of your vehicle overleaf. Refer to your V5 Registration Document for this.
- 3 Hand this form with your vehicle keys, V5 Registration Document, MOT Certificate and any other useful documentation to our customer service staff.

Sold Vehicles

We will send you a cheque; less the vendors fees, 2 working days after the auction. If you would prefer a BACS payment please provide us with a hard copy with proof of your bank details (e.g copy bank statement or paying in book). This will credit your account within 6 working days of the sale. If you do not provide this proof your payment may be delayed while we verify your details. We will also inform the DVLA you have sold your vehicle and cancel any remaining road tax.

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 £20.00 per day + VAT.

Office and Vehicle Collection and Delivery Hours

We are open:

Monday to Thursday 9.00am to 5.30pm

Friday 9.00am to 5.00pm

Hobbs Parker Car Auctions LLP

Romney House, Orbital Park, Ashford, Kent TN24 0HB

Tel 01233 506266 Fax 01233 506290

www.hobbsparker.co.uk/cars

Office Use Only

Vendor

Reserve £

Date Initials Reserve []

Date Initials Reserve []

Date Initials Reserve []

Auctioneers Notes

Auctioneers Valuation: £: _____

CAP clean: £: _____

CAP average: £: _____

CAP below: £: _____

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.

Special Sales include Sports & High Performance, 4WD, Diesel & MPV, Bank Holiday, Christmas Auction etc.
VAT Applies to All Fees.

Sale Price: **General Auctions:** **Special Auctions:**

£0 to £499	£180	£200
£500 to £999	£205	£225
£1,000 to £1,499	£240	£270
£1,500 to £1,999	£260	£290
£2,000 to £2,999	£290	£320
£3,000 to £3,999	£300	£340
£4,000 to £4,999	£310	£370
£5,000 to £5,999	£320	£380
£6,000 to £6,999	£330	£390
£7,000 to £7,999	£340	£400
£8,000 to £8,999	£350	£410
£9,000 to £9,999	£360	£420
£10,000 to £10,999	£370	£430
£11,000 to £11,999	£380	£440
£12,000 to £12,999	£390	£450
£13,000 to £13,999	£400	£460
£14,000 to £14,999	£410	£470
£15,000 and above	£420	£480

Grade:

Provisional Bids

Date Bid Purchaser []

Negotiators Notes:

Date Bid Purchaser []

Negotiators Notes:

Date Bid Purchaser []

Negotiators Notes:

Date Bid Purchaser []

Negotiators Notes:

Sale History

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 []

Removal Requested

Date Removal Requested By: []

Office Use Only

Accounts

Pay BACS: Yes No

Sale Price _____

VAT _____

Commission _____

Entry Fee _____

Storage _____

Sundries _____

Collection _____

Total _____

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. Credit card payments will only be accepted up to a maximum payment of £500. Debit card payments will only be accepted up to a maximum payment of £5000. All other payments are to be made by bank transfer.
 - 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