

# Classics

— At Hobbs Parker Car Auctions —

## 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

Entry Fee - £50 per vehicle.

Commission - Sold Vehicles Only - 10% of the sale price

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:

## Entry Form

### Classic Car Auction

#### AUCTION DATE

Our online bidders since June 2020 are growing daily.



### New Payment Terms

Sorry, we are not able to accept any cash payments with no exceptions.

All payments must be made by payment card or bank transfer by prior arrangement.

Credit Cards:  
Maximum £500

Debit Cards:  
No Limit

We do not accept American Express  
Anti Money Laundering Regulations 2017

HOBBS-PARKER  
Car Auctions Ltd

## Entry Form - Vehicle's Details

All sections must be completed please. If you would like help please ask a member of our customer services team.

Reg. No.

Date First Registered in UK:            /            /

Year of Manufacture:                    /            /

Make:

Model:

Engine Size (cc):

MOT Valid Until:                        /            /

Petrol / Diesel

Body Type (Eg. 5 Door Estate):  
(from Registration Document)

Transmission:                            Manual / Automatic

Exterior Colour:                        Interior Colour:

Chassis number:

Engine number:

**LOT Number:**

### HPI Result

(office use)

Is Odometer reading in Miles or Kilometers?

What is the Odometer reading?

Is the Odometer reading:                            Correct                            Incorrect

Name and Address of Registered Keeper  
(from Registration Document)

V5 / V5C: Yes / No                            Green / Buff Logbook: Yes / No

Date Vehicle Acquired:                        /            /  
(from Registration Document)

Number of Former Keepers:

Coachbuilder:

### Sellers Commission. Please read and sign.

Commission will be charged at 10% of the sale price.  
All charges are subject to V.A.T.

Print Name: \_\_\_\_\_

### Hobbs Parker Car Auctions Selling Rights.

You will be liable to pay 10%+VAT commission to Hobbs Parker Car Auctions LLP in each of the following circumstances:

\* Your vehicle is sold by Hobbs Parker Car Auctions LLP

\* Your vehicle is sold to any party introduced by Hobbs Parker Car Auctions LLP, its agents or any other person introduced to the vendor as a result of the auction process either before or after the auction date.

Signature: \_\_\_\_\_

**Sold Price:**

£

**Provisional Bid Price:**

£

**Buyers' Number:**

## Purchaser's (Buyer's) Details

Company

Title

First Name

Surname

Address

Postcode

Tel No

Email

## Agreement

I agree to the Terms and Conditions of Sale listed overleaf.

Deposit Paid: \_\_\_\_\_

Initials: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Service History / Remarks**

**Other useful information.**

**Reserve £**

**Office Use Only**

**Accounts**

Sale Price

VAT

Commission

Entry Fee

Storage

Sundries

Collection

**Total**

For further information  
please contact:

**James Johnson**  
Associate Director / Auctioneer



e james.johnson@hobbsparker.co.uk  
t 01233 506266 f 01233 506290 m 07786 927 557

## Terms and Conditions of Sale

- 1 A completed entry form, the Registration Book, valid Test 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 Purchasers 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 "NOT WARRANTED" then the Auctioneers will not consider any complaint whatsoever concerning the vehicles mechanical condition, fitness for purpose or roadworthiness. The Purchasers 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 put up again, 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 aforesaid 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 will only be accepted to a maximum payment of £500. There is no limit on debit card payments.
- 18 **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 below 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.
- 19 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 St, Ashford, Kent

## Purchasers' (Buyers') Fees

**All Lots are subject to a Buyers' Premium**

**Buyers Premium in the Classic Car Auction is: 10% + VAT of the bid price.**

**(Minimum buyers fee is £100 + VAT)**

**HOBBS • PARKER**

**Classic Car Auctions**

**01233 506266**

**Hobbs Parker Car Auctions LLP**

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[www.hobbsparker.co.uk/cars](http://www.hobbsparker.co.uk/cars)

