



The Forge
Harwoods House
Banbury Road
Ashorne
Warwickshire
CV35 0AA

t +44 (0) 1926 640888
f +44 (0) 1926 800593
e enquiries@classiccarauctions.co.uk

www.classiccarauctions.co.uk

MOTOR CAR ENTRY FORM

Ref No	HPI Done	Sellers Commission
Office Use Only	Office Use Only	Office Use Only
Auction		Consignor
Office Use Only		Office Use Only

Please complete clearly in BLOCK CAPITALS

Personal Details

Vehicle Details

Condition

History

T&C's

£

Signature

Name/Title:		Email address:	
Address:		Home Tel No:	
		Mobile Tel No:	
County:	Postcode:	Business Tel No:	
Account Name:		Trade/Private <i>If Trade please supply VAT No below</i> VAT No:	
Account Number:	Sort Code:	IBAN/BIC:	

Make:	Year of Manufacture:
Model or Type:	
Registration Number:	Retention <input type="checkbox"/>
Engine Number:	Chassis Number:
Body Colour:	Body Style:
Interior Colour/Material:	Odometer Reading: miles/km
Engine Capacity:	Number of Cylinders:
Left Hand Drive/Right Hand Drive:	Transmission:

Vehicle Status:
MOT: Expiry...../Exempt Yes/No
 V5

NOVA/Registration Requirements:
1 - Is the vehicle UK Registered? Yes/No
2 - Does the HPI show Export? Yes/No
If you have answered No to step 1 OR Yes to step 2, then please complete step 3.
3 - NOVA Reference Number:
.....
(If no NOVA Reference Number is present, the vendor must apply for one.)

Overall Condition: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Exterior: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Transmission: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Interior: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Running Gear: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Engine: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Electrics: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Key: A - Scratch, B - Dent, C - Rust, X - Other

History File Present

(a) I understand that I have the right to withdraw the lot from auction and will be liable to pay CCA 15% of the upper estimate as detailed in clause 13 of the full terms and conditions.
(b) I agree that the sale will be conducted in accordance with the terms and conditions of Classic Car Auctions as printed overleaf and in the catalogue which I have read and by which I (and, if relevant, my principal) agree to be bound.
(c) I will arrange delivery of the lot to the auction venue at my expense. The lot will be in a presentable and saleable condition. If additional cleaning is required this will be charged for.
(d) If the lot is not sold, I will collect it at my own expense by the time specified in both the vendor delivery instructions and key sale information in the auction catalogue. If the lot is not removed by the required time removal and storage fees will be charged as per terms & conditions overleaf.
(e) I will maintain my insurance of the vehicle until I receive your payment of the sale proceeds.
(f) I request Classic Car Auctions offer the above lot for sale as my agent. I have given full disclosure of all material factors that a prudent purchaser would wish to know about it. I will be responsible for the accuracy of the catalogue description.
(g) If the lot is not as described by me on delivery to you, you may withdraw the vehicle from the auction and you will be entitled to your commission rates as mentioned in (a) above.
(h) I will pay the appropriate commission rates as set out overleaf.

Gross/Nett Reserve: £	Entry Fee: £	Estimate From: £	Estimate To: £
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Signature Of Seller	Signature (Classic Car Auctions Ltd.)
By signing this document I hereby agree to the T&C's of Classic Car Auctions Ltd	Date:

CLASSIC CAR AUCTIONS TERMS & CONDITIONS OCTOBER 2022

GENERAL

The following Terms ("Terms") together with such other terms, conditions and notices as may be set out in any relevant catalogue apply to all sales by Classic Car Auctions Limited ("CCA") at auction or within 14 days after the auction.

No alteration to the Terms will be binding unless accepted by CCA in writing. The Terms may be amended by CCA provided it is reasonable for it to do so by the posting of notices prior to or during the sale. Nothing in the Terms shall affect the statutory rights of a consumer. Additional information applicable to the Auction may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed via the online portal. Buyers should be alert to the possibility of changes.

CCA acts solely for and in the interests of the Seller. CCA's duty is to sell the Lot at the highest price obtainable at the Auction to a Buyer. CCA does not act for Buyers in this role and does not give advice to Buyers. When CCA or its employees make statements about a Lot it is doing so as agent for the Seller of the Lot. Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them.

DEFINITIONS

1. In these Terms:
 - 1.1 "Auction" means the auction sale in respect of which a Lot is consigned for sale.
 - 1.2 "Auctioneer" means the representative of CCA conducting the Auction or their agent nominated to do so.
 - 1.3 "Automobilia" means any memorabilia including but not limited to trophies, badges, programmes, models, prints and other collectables.
 - 1.4 "Buyer" means the only person whose bid is accepted by CCA to conclude the contract for the purchase of a Lot.
 - 1.5 "Buyer's Premium" means the amount payable by the Buyer to CCA calculated by reference to the hammer price and payable in addition to it.
 - 1.6 "Catalogue" the catalogue relating to the relevant Auction including any advertisement, brochure, estimate, price list or other publication or webpage relating to one or more Lots.
 - 1.7 "Contract" means the agreement between the Buyer and the Seller on the successful bid of the Buyer on which the Lot is sold to them.
 - 1.8 "Catalogue Fee" means the sum of £250 plus VAT payable by the Seller for each motor vehicle entered into the Auction.
- This fee covers photography, script writing, video, worldwide marketing, inclusion in our e-catalogue, viewing by appointment (subject to Government advice regarding Covid-19) and storage of your vehicle in a secure location prior to the auction.
- 1.9 "Expenses" in relation to the sale of any Lot means CCA's charges and expenses payable by the Seller in addition to the Seller's Commission including insurance, storage, illustrations, auction Entry Fee, cleaning costs, photography costs, catalogue costs, special advertising, packing and freight of that Lot and any VAT thereon.
- 1.10 "Hammer Price" means the price in pounds sterling at which a Lot is sold by the Auctioneer to the Buyer.
- 1.11 "Lot" means any item's consigned to CCA with the view to its or their sale at Auction.
- 1.12 "Motor Vehicle" means any car or motorbike included or proposed to be included in a sale of motor vehicles together with spares, tools, documentation etc. stated as being part of the Lot.
- 1.13 "Purchase Price" means the Hammer Price together with the Buyer's Premium and any additional charges due plus VAT.
- 1.14 "Reserve" means the minimum Hammer Price agreed between CCA and the Seller at which a Lot may be sold.
- 1.15 "Sale Proceeds" means the net amount due to the Seller being the Hammer Price less the Seller's Commission and VAT, Expenses and any other amount due to CCA from the Sale.
- 1.16 "Seller" means the person who offers the Lot for sale, whether as agent or principal.
- 1.17 "Seller's Commission" shall have the meaning given in clause 10.
- 1.18 "VAT" means Value Added Tax applicable at the prevailing rate from time to time (currently 20%).
- 1.19 "Working Day" means any day (other than a Saturday and Sunday) at which clearing banks in the city of London are open for the transaction of normal sterling banking business.

2. AGENT

CCA sells as agent for the Seller (except where CCA is selling as principal, which CCA will disclose in the Catalogue or otherwise in the Auction). The Contract for the sale of a Lot is between the Seller and the Buyer. CCA shall not be liable for any act or default by the Seller (except where selling as principal) or the Buyer.

3. DISCRETION

- 3.1 CCA has the right as its sole discretion to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot and, in the case of dispute, to put any Lot up for Auction again.
- 3.2 If CCA is notified about the Seller's alleged breach of any of the Terms before it has remitted the Sale Proceeds to the Buyer, it may at its sole discretion withhold payment until that dispute is resolved. CCA may, however, deduct any sums that are due to it from the sum held.
- 3.3 Automobilia lots will be subject to an auctioneer's 10% discretion on the reserve unless CCA are notified in writing by the seller otherwise.

4. LOSS OR INJURY

CCA shall be under no liability for any injury, damage or loss sustained by any person while on CCA's premises (including any premises where a sale may be conducted or where a Lot, or part of a Lot, may be on view from time to time) except for death or personal injury, damage or loss caused by the negligence of or other breach of duty by CCA, its employees or agents in the ordinary course of their duties to CCA.

5. LOTS

- 5.1 The Catalogue contains details about each Lot. The description contained in the Catalogue, which may be online, is given on behalf of the Seller, from information supplied by the Seller for which CCA is not responsible. Mileage is correct at time of cataloguing.
- 5.2 Photographs, illustrations and diagrams contained in the Catalogue are for identification purposes only. They may not show the true condition and colour, (which may be inaccurately reproduced) of the Lot.
- 5.3 It is for any potential bidder to satisfy themselves as to each and every aspect of a Lot, including its originality, authorship, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price), via the information provided online. No description of a lot carries with it an implication that it is fit for any particular purpose.
- 5.4 Each Lot is sold by its respective Seller to the Buyer. Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections.
- 5.5 The actual condition of a Lot may not be as good as its outward appearance suggests. In particular, parts may have been replaced or renewed and those parts may not be original or of "Satisfactory Quality". The inside of a lot may not be visible where, for example, it is covered by upholstery or material, and may not be original or may be damaged, have been damaged or poorly repaired. Given the age of some Lots, no assumption should be made with regard to any aspect of their condition.
- 5.6 Any person who physically interferes with, scratches or damages the Lot in any way (before or after the Auction) will be held liable for the loss so caused.
- 5.7 The Seller is responsible for delivering the Lot in a presentable condition. If additional cleaning is required, it will be charged for by CCA to the Seller as an Expense.
- 5.8 If a Lot is not sold at Auction, CCA will for the next 14 days be entitled exclusively to negotiate a sale of the Lot on terms agreed with the Seller and as Seller's agent, and if successful will be entitled to charge the Seller's Commission and Expenses.
- 5.9 The Seller gives CCA the full and absolute right to photograph, video and illustrate any Lot consigned for sale, and to use such photographs, videos and illustrations as are provided by the Seller at any time at its absolute discretion (whether or not in connection with the Auction), with indemnity against copyright infringement.
- 5.10 The copyright in all written matter and illustrations relating to Lots shall remain at all times the absolute property of CCA, and any person wishing to use such materials, or any part of them, may only do so with the prior written consent of CCA.
- 5.11 Lots market with an Asterisk (*) are either owned or partly owned by CCA or an employee of CCA.

6. ALTERATIONS AND ESTIMATES

- 6.1 Estimates and descriptions may be amended at CCA's discretion from time to time by notice given orally or in writing before or during an Auction.
- 6.2 The Lot is available to view via the information provided online, and any potential bidders must form their own opinion in relation to it.
- 6.3 CCA gives no warranty or representation as to the anticipated or likely selling price of any Lot. Any estimate given, whether written or oral and whether or not contained in any Catalogue, as to the estimated selling price of any Lot is a statement of opinion only and may be subject to revision from time to time at CCA's sole discretion and should not be relied upon as an indication of the actual selling price.
- 6.4 CCA shall not be liable to the Seller for any error or misstatement in or omission from the description of any lot in any Catalogue where CCA has:
 - 6.4.1 been provided with such description by the Seller or any person on his behalf, or
 - 6.4.2 provided the Seller with a copy of such description prior to publication of the Catalogue and neither the Seller nor any person on his behalf has notified CCA in writing within a reasonable time before the Auction of any error or misstatement in or omission from the description.
- 6.5 CCA has no duty to the Seller or the Buyer to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

7. WARRANTY BY THE SELLER

- 7.1 The Seller warrants to the Buyer and to CCA that:
 - 7.1.1 The Seller is the owner of the Lot or is properly authorised to sell the Lot by the owner, and is able to sell the Lot with full title guarantee free from all encumbrances and third party claims, and in particular that there is no outstanding finance affecting the Lot or any taxes due. If the Lot is subject to finance the amount outstanding must be confirmed prior to consignment and sale.

- 7.1.2 The description of the Lot in the Catalogue is to the best of the Seller's knowledge accurate and not misleading. The Seller has notified (or will before the Auction notify) CCA in writing of any material alterations to the Lot of which the Seller is aware and of any known or suspected alterations to the Lot which are not authentic, provenance, origin, age, condition or quality of the Lot and has provided CCA with all such information in the Seller's possession or control.
- 7.1.3 The Seller shall compensate CCA and the Buyer in full for all losses, expenses and other costs which are caused by the Seller's breach of any obligation of the Seller under the Terms.
- 7.1.4 The Seller has complied with all the requirements, legal or otherwise, relating to any import or export of the Lot and all taxes and duties in respect of the Lot have been settled, unless stated to the contrary in the catalogue description.

8. VEHICLE REGISTRATION NUMBERS

- 8.1 If the Seller wishes to sell the Motor Vehicle but to retain the right to the registration number of the Motor Vehicle it is the Seller's Responsibility to notify CCA in writing.
- 8.2 It shall be the Seller's responsibility to complete the retention documentation prior to sale and offer the Motor Vehicle with a new V5c and allocated registration from the DVLA prior to the Motor Vehicle being sold at the Auction whether or not CCA volunteers its services to effect that, and no liability shall attach to CCA in respect to any act or omission as a result.

9. BIDDING AND RESERVES

- 9.1 In order to bid in the auction, potential buyers must register for either a telephone or commission bid by completing the relevant forms and ID requirements or register via an online bidding portal. The name and address in which you register will be the name and address on your invoice, if successful, and cannot be amended once issued.
- 9.2 CCA will not accept bids from any person who has not registered via the methods in clause 9.1. Buyers are directed to the requirements in place regarding registration before any registration process can be completed. CCA reserves the right to decline to register bidders and decline to accept their bids if they have been so registered.
- 9.2.2 Buyers should ensure they have the necessary funds available to pay before bidding.
- 9.3 The Auction will be conducted in line with the online bidding portal and telephone and commission bidding rules in place at the time.
- 9.4 A Contract of Sale is made between the Seller and Buyer on the acceptance of a bid by the fall of the Auctioneer's hammer. CCA is not a party to the Contract. The Buyer will be liable to pay the Purchase Price, which is the Hammer Price plus Buyers Premium and any applicable VAT to CCA at the same time the Seller will be liable to pay to CCA the Seller's Commission plus any applicable VAT on the Lot at the rate as set out in clause 10 below.
- 9.5 The Seller may place a Reserve on any Lot when he consents it to the Auction, and once placed it may not be changed without the written consent of CCA. All Lots will be sold without Reserve unless a Reserve has been agreed by CCA in writing.
- 9.6 Where a reserve has been applied to a lot, the auctioneer and SA may in their absolute discretion place bids up to an amount not equalling or exceeding such reserve on behalf of the seller in accordance with the Auction Bidding Agreements Act 1959.
- 9.7 A Reserve set on a lot, CCA shall in no way be held liable should the Lot be purchased for a price below any lowest estimated selling price of the Lot given in any Catalogue.
- 9.8 CCA may sell a Lot below the Reserve agreed with the Seller, provided that CCA accounts to the Seller for the same Sale Proceeds as the Seller would have received had the Lot been sold at that Reserve.

10. COMMISSION AND EXPENSES

- 10.1 CCA shall be entitled to deduct from the Hammer Price and retain an amount equal to 5% plus VAT of the Hammer Price for Motor Vehicles and for 15% for automobilia and lifestyle goods or such other sum agreed by CCA in writing together with Expenses and any other sums due from the Seller to CCA.
- 10.1.1 The minimum amount that will be deducted from the Hammer Price for the sale of a Motor Vehicle is £350 plus VAT.
- 10.2 The Seller acknowledges CCA's right to retain the Buyer's Premium payable by the Buyer.

11. INSURANCE

- 11.1 Only on payment of the Purchase Price in cleared funds shall title in the Lot pass from the Seller to the Buyer. However, the risk in the Lot passes to the Buyer as soon as the Lot is sold to the Buyer. The Lot is sold when the highest bid is accepted via the online bidding platform. It is therefore the responsibility of the Seller to insure the Lot before the Lot is sold and the responsibility of the Buyer to insure the Lot after the Lot is sold.
- 11.2 CCA will not be responsible for any damage to or the loss or destruction of a Lot unless caused by the negligence of or other breach of duty by CCA, its employees or agents in the ordinary course of their duties to CCA and the Seller shall compensate CCA in full in respect of all other claims and proceedings brought against CCA in respect of any loss or damage to or destruction of the Lot.
- 11.3 CCA will not be liable for any injury, loss or damage caused by any Lot or by the Seller's negligence, or that of the Seller's employees or agents in the ordinary course of their duties to CCA. The Seller shall compensate CCA in full in respect of all claims and proceedings brought against CCA in respect of injury, loss or damage caused by any Lot or by the Seller's negligence or breach of any obligation under the Terms.

12. PAYMENT OF SALE PROCEEDS

- 12.1 Subject to CCA's right of retention under Clause 3.2 and other provisions of this Clause 12, CCA shall pay the Sale Proceeds to the Seller not later than 14 Working Days after the Auction provided that the Purchase Price has been received in full by CCA and the Lot has been delivered to CCA. Unless an alternative method of payment has been agreed by CCA in writing, payment shall be made by telegraphic transfer. In the event of an unsettled hire purchase, finance agreement or any other charge or lien affecting the Lot CCA reserves the right to settle the amount due of such charges not exceeding the Seller's Sale Proceeds and to set off proceeds against such charges outstanding the Seller will be responsible for the settlement of the balance forthwith.
- 12.2 If the Purchase Price has not been received in full by CCA within the time specified in clause 12.1 CCA will pay the Sale Proceeds to the Seller within seven Working Days from when the Purchase Price is received in cleared funds from the Buyer.
- 12.3 In respect of road registered Motor Vehicles, CCA reserves the right not to remit the Sale Proceeds to the Seller unless the Seller has deposited with CCA the registration document of the Motor Vehicle, and any other documents relating to the Motor Vehicle in the Seller's possession or control which are less than the charges outstanding the Seller will be responsible for the settlement of the balance forthwith.
- 12.4 If the Buyer fails to pay the Purchase Price within 28 days of the Auction, CCA will notify the Seller who may instruct CCA as to the appropriate course of action. CCA may endeavour to assist the Seller but CCA shall be under no obligation to do so, and shall not be under any obligation to institute proceedings in its own name.
- 12.5 In the absence of any written instructions from the Seller to CCA within 7 days of CCA having notified the Seller under clause 12.4 CCA shall be entitled to take any of the actions set out in clause 19.
- 12.6 Any monies recovered by and paid to CCA in consequences of CCA taking one or more of the steps referred to in clause 19 shall be applied to the payment of:
 - 12.6.1 legal or other costs incurred by CCA in connection with such steps;
 - 12.7 Expenses;
 - 12.7.1 the Buyer's Premium and the Seller's Commission on the sale of the Lot;
 - 12.7.2 any balance remaining shall be paid to CCA to the Seller (or, if appropriate, the Buyer). If there shall be a shortfall any such shortfall shall be made good by the Seller to CCA on demand.
- 12.7.3 If within 7 days after receipt of the notice referred to in clause 12.5 the Seller shall instruct CCA that he wishes to re-deliver the Lot, he shall be entitled to do so but only upon prior payment of CCA's Expenses and all legal and other costs reasonably incurred by CCA so as to keep CCA fully recompensed.

13. WITHDRAWAL

- 13.1 The Seller may by notice in writing to CCA withdraw the Lot from the Auction. In the event of such withdrawal, the Seller shall within 14 days of withdrawal pay CCA the sums set out in this Condition 13. All such sums shall be payable to CCA as remuneration for the services performed by CCA down to the date of withdrawal, and not by way of penalty or liquidated damages.
 - 13.2 In all cases of withdrawal, the Seller shall be liable to pay CCA 15% of the mid estimate value of the Lot, notwithstanding that commission of a lesser, or no, amount had previously been agreed, to reflect the time, effort, loss of publicity and buyer's premium suffered by CCA. In the event of a Lot having no reserve and therefore no estimate the Seller shall be liable to pay CCA 15% of the auctioneer's reasonable estimate. The fee shall be subject in each case to VAT and Expenses.
 - 13.3 In the event that the Seller withdraws the Lot from the Auction, the Seller shall arrange for collection and removal of the Lot at his own expense within two working days after the date of withdrawal provided that the Seller may not collect the Lot unless and until any withdrawal fee payable under Conditions 13.1 and 13.2 shall have been paid in full.

14. REMOVAL AND STORAGE

- 14.1 Motor vehicles should be collected from the auction location following the sale in accordance with the key sale information for that auction. Buyers should satisfy themselves that they have all the relevant spares, documents and keys relating to their lot(s) at the time of collection. Any vehicles not collected by the specified time will be taken to our transport partners storage facility in Northampton for a fee of £175 plus VAT from the NEC and £150 plus VAT from the Warwickshire Event Centre). Storage will be charged from the Wednesday onwards at £10 plus VAT per day. Written instruction from buyers must be provided if they wish their lot(s) to be collected by a third party.

15. THE BUYER

- 15.1 The Buyer shall be the highest bidder at the Hammer Price. Any dispute as to any bid shall be settled by the Auctioneer at his/her absolute discretion. Every bidder shall be deemed to act as principal unless prior to the commencement of the Auction there is a

written acceptance by CCA that a bidder acts as agent on behalf of the named principal, and that its principal has agreed to and/or is bound by these Conditions, in which case he shall be jointly liable with the principal under these Conditions".

16. BUYER'S PREMIUM

- 16.1 The Buyer shall pay the Buyer's Premium at the following rates to CCA: Motor vehicles 12.5% plus VAT, Number plates 10% plus VAT and Automobilia and lifestyle items 15% plus VAT. The Buyer acknowledges that CCA may also receive the Seller's Commission due to CCA under Clause 10.
- 16.2 VAT may also be payable on the hammer price of a Lot. Any lots will be clearly marked as such in the catalogue description as follows:
 - † VAT on hammer price and buyers premium at the prevailing rate

Q. VAT on imported items on the hammer price and the buyers premium at the prevailing rate"

- VAT on imported items at a rate of 5% on the hammer price and the prevailing rate on the buyers premium"
- VAT on imported items on the hammer price and buyers premium at the prevailing rate, plus 10% duty on the hammer price"

Note * This import VAT is not payable by buyers exporting to the EU. However, import VAT will be due in the country you are importing to. All other lots will be sold using the Auctioneer's Margin Scheme (VAT Notice 718/2). VAT will not be charged on the hammer price. THE VAT on the buyers premium will not be split out and cannot be reclaimed by UK VAT registered businesses or individuals. There is no VAT payable on buyers premium for sales under the Auctioneer's Margin Scheme where the item is being exported to the EU within 3 months of the auction date. It is the buyer's responsibility to provide evidence of export within the time specified. Failure to do so will result in the VAT becoming payable to CCA immediately.- 16.3 Further duties and VAT may be applicable on exporting lots from the UK. It is the responsibility of the Buyer to settle these charges.

17. PAYMENT

- 17.1 Once a Lot is sold, the Purchase Price shall become immediately payable to CCA. Full payment for all Lots must be made to CCA by 5.00pm the next Working Day. Payment can only be accepted in GBP. Payment should be made by bank transfer. Payment by card can be made in person only (subject to Government Guidelines at the time of collection) as follows: up to £20,000 by debit card and up to £5,000 by credit card.
- 17.3 No Lot may be collected until the Purchase Price has been received by CCA and payments by a Buyer to CCA may be applied by CCA towards any such sums due from that Buyer to CCA on any account whatsoever notwithstanding any directions to the contrary by the Buyer or his agent whether express or implied.
- 17.4 Title to the Lot will pass to the Buyer only when the Purchase Price in cleared funds has been received by CCA.
- 17.5 Immediately a Lot is sold the risk shall pass to the Buyer notwithstanding that possession will not be given and title will not pass to the Buyer before payment of the Purchase Price.
- 17.6 The Buyer shall, at his own expense, remove the Lot purchased but not before payment in full to CCA of the Purchase Price whether in respect of this or any other Lot. The Lot will be made available for collection from EM Rogers following confirmation of receipt of the Purchase Price by CCA. Full instructions for collection will be provided to the Buyer.
- 17.7 Cash payments will not be accepted.
- 17.8 It is the buyers responsibility to comply with all export and import regulations relating to the Lot and to settle and applicable taxes and duties.

18. RESPONSIBILITY FOR PURCHASED LOTS

- 18.1 The Buyer will be responsible for loss or damage to a Lot they have purchased from when the Lot is sold to them. Neither CCA nor its employees or agents shall be responsible for any loss or damage unless caused by the negligence of CCA, its employees or agents in the ordinary course of their duties to CCA and in so far as the Lot is in CCA's custody or under its control.
- 18.2 The Buyer shall be responsible for all removals, insurance, storage and other charges on any Lot in accordance with clause 14 above.
- 18.3 DVLA will be notified of the change of keeper as soon as possible following collection of the Lot in accordance with clause 17 above.
- 18.3.1 Where imported lots are subject to a NOVA declaration being completed, CCA will inform the import agent to do this on the buyers behalf, once the payment is received and provide the buyer with the NOVA reference number. These lots will be clearly marked in the Lot description.
- 18.4 Automobilia, watches & lifestyle Lots that have not been paid and collected by midday on the first working day following the sale will be sent to the buyer at the Buyer's expense.

19. NON-PAYMENT OR FAILURE TO COLLECT

- 19.1 If the Purchase Price is not paid in full, CCA as the agent of the Seller, shall in its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following remedies:-
 - 19.1.1 to remove, store (either at CCA's premises or elsewhere) and insure the Lot at the expense of the Buyer;
 - 19.1.2 to charge interest at a daily rate equal to 4% pa over Barclays Bank's Base Rate on so much of the total amount due as remains unpaid after the date and time referred to in clause 17.2;
 - 19.1.3 to retain that or any Lot sold to the same Buyer at the same or any other auction of CCA and to release it only after payment of the total amount due;
 - 19.1.4 to apply any sums due or to become due to the defaulting Buyer in or towards settlement of the total amount due and to exercise a charge or lien on any property of the Buyer which is in CCA's possession for any purpose;
 - 19.1.5 to take such steps as CCA shall in its absolute discretion consider necessary to collect the monies due from the Buyer, and to agree terms for the payment of the Purchase Price;
 - 19.1.6 to rescind the sale and refund any monies to the Buyer, or to rescind the sale to the Buyer and to purchase the Lot itself. If it does so, property in the Lot shall pass to CCA on its election and CCA shall remit the Purchase Price to the Seller within 14 Working Days of receipt in less the Seller's Commission, Expenses and sums due to CCA which would have been payable had the contract not been rescinded;
 - 19.1.7 to appoint a solicitor and/or other agent to pursue any of the courses of action referred to in this clause 19, and the Seller hereby authorises CCA to take any of the courses referred to in this clause, including the issue and prosecution of proceedings on the Seller's behalf, and to settle claims and/or proceedings made by or against the Buyer on such terms as the Seller shall instruct, or in the absence of instructions on such terms as CCA shall at its absolute discretion think fit. The Buyer shall be liable for all the costs incurred in any proceedings, negotiations or ADR (Alternative Dispute Resolution) including any shortfall in cost between those expended by CCA or the Seller and those awarded by any Court or Tribunal;
 - 19.2 If the Buyer fails to make payment within 14 days after the date and time referred to in clause 17.2, CCA shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to re-sell the Lot or cause it to be resold by public auction or private sale, and, if this results in a lower price being obtained, the defaulting Buyer shall then pay to CCA any deficiency, together with re-sale costs and any costs incurred in connection with the Buyer's failure to make payment and any surplus shall belong to the Seller;
 - 19.3 If the Lot is not taken away on the date and time referred to in clause 17, whether or not the Purchase Price has been paid, CCA shall remove, store (either at CCA's premises or elsewhere) and insure the Lot at the expense of the Buyer and only release the Lot after payment of the total amount due.

20. LIABILITY OF CCA AND THE SELLER

- 20.1 Buyers are solely responsible for ensuring that Motor Vehicles are safe for use, roadworthy (if a road going car) and comply with all relevant laws and regulations in force in all relevant jurisdictions and for ensuring that any necessary test certificates are in force. It is the responsibility of the Buyer to carry out such inspection as he thinks necessary in line with clauses 5 and 6 above.
- 20.2 In bidding for any Lot, the Buyer acknowledges that he does not rely on any representation made to him by CCA, its employees or agents.
- 20.3 This contract is made for the benefit of CCA, the Seller, and the Buyer, and save where the Buyer acts as agent for a named principal in accordance with Condition 15.1, is not intended to benefit or be enforceable by anyone else. For the avoidance of doubt, any rights otherwise arising under the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

21. GOVERNING LAW

Any transactions to which the Terms apply shall be governed by English Law and the Courts of England shall have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Terms apply.

22. NOTICES

- 22.1 Any notices shall be deemed to have been received:-
 - 22.1.1 if hand-delivered, at the time of delivery;
 - 22.1.2 if sent by mail, two days after the date of posting;
 - 22.2 In proving service by delivery:-
 - 22.2.1 by hand, it shall be necessary only to produce a receipt for the notice signed by or on behalf of the addressee;
 - 22.2.2 by post, it shall be necessary only to prove that the notice was contained in a pre-paid envelope which was duly addressed and posted first class.

23. DATA PROTECTION

- 23.1 All information provided to CCA will be treated confidentially and shall not be passed to third parties, except where necessary to complete a sale transaction.
- 23.2 CCA reserves the right to pass on information when required by legislation, government authorities or the courts.