



CONDITIONS OF ENTRY AND SALE

These conditions shall apply to all vehicles entered for sale and to all vehicles sold by auction or by private treaty by East Anglian Motor Auctions (Norwich) Ltd (hereinafter called "the Auctioneers") and shall be binding upon every Seller and every Buyer.

1. The Auctioneers reserve the absolute right to refuse to accept for sale any vehicle.
2. No vehicle will be accepted for sale unless the appropriate entry form has been fully completed and the Entry Fee paid. The registration document (and test certificate where applicable) must also be handed to the Auctioneers and payment for the vehicle will be withheld until this is produced. The particulars given on the entry form and the description of the vehicle contained therein form the basis of the contract between the Seller and the Auctioneers and the Auctioneers shall not be liable to account to the Seller for any loss which may arise through the use of such particulars or description in any sale.
3. UNLESS OTHERWISE AGREED BY THE AUCTIONEERS ALL VEHICLES OVER 10 YEARS OLD MUST BE OFFERED WITHOUT RESERVE.
4. If a reserve price is not stated in the appropriate place on the entry form the vehicle will be sold without reserve. An entry form bearing a reserve price will be construed by the Auctioneers to indicate authority to sell at the figure stated on the form notwithstanding qualifying words such as Net, Clear or Home.
5. If a current licence is on any vehicle when sold it will be the property of the Buyer and the Seller must allow for this in his Reserve Price.
6. The Auctioneers shall be entitled to a commission in accordance with the published scale of charges on the price at which the vehicle is sold. Where a sale is subsequently amended or made void due to the Seller making an incorrect statement on the entry form, the Auctioneers shall still be entitled to commission.
7. Vehicles will not be released until they have been through the sale room or the Auctioneers have ceased selling for the day.
8. If any vehicle is entered for sale and is sold by the owner or his Agent to any person attending the sale, that sale shall be deemed to have been effected by the Auctioneers as Agents for the owner and full commission on the RESERVE PRICE in accordance with the published scale of charges shall be payable by the Seller at the time of sale.



9. Where a vehicle is found to be subject to a Hire Purchase or Leasing Agreement the Auctioneers reserve the right to discharge the existing liability to the Finance Company concerned and remit the balance, if any, to the Seller on receipt of a Clearance Note from the Finance Company. A fee in accordance with the published scale of charges shall be payable by the Seller.
10. The Auctioneers shall be entitled to an entry fee at the published rate each time a vehicle is entered into a sale. On not sold vehicles all entry fees must be paid before a vehicle can be removed from the Auctioneers premises. While not sold vehicles remain on site the Auctioneers reserve the right to enter them in the next appropriate auction.
11. Subject to Clause 20 all vehicles must be removed by the Seller or Buyer before 1.00pm on the next working day following the sale. In default of removal, Storage Fees will be charged in accordance with the published scale of charges. Any vehicle not removed within two weeks may, at the option of the Auctioneers, be offered for sale WITHOUT RESERVE on giving one week's notice of this intention to the owners.
12. On the sale of any vehicle the contract shall be deemed to have been made between the Seller and the Buyer. Buyers shall have no legal rights of action against the Auctioneers for statements made by the Seller. The Buyers right to take action against the Seller remains unaffected. On the making of the Contract of Sale the Buyer shall pay to the Auctioneers a fee per vehicle in accordance with the published scale of charges.
13. Vehicles sent to the Auctioneers for sale and left on the premises are left at the seller's risk up to the time of sale and the Buyer's risk thereafter. The Auctioneers accept no responsibility for loss or damage caused by third parties or circumstances beyond the Auctioneers' control. If vehicles are demonstrated to prospective Buyers they are so demonstrated at the seller's risk.
14. The Auctioneers shall determine the amount of advance at each bidding and no person shall retract any bid made by him.
15. The Seller shall have the right to bid himself or by his Agent except where any vehicle is entered or deemed to have been entered without reserve.
16. The Auctioneers reserve the right to bid for the Seller and also the right of taking or refusing any bid. In the event of any dispute arising between two or more bidders the Auctioneers shall have the right of declaring who is to be the Buyer.



17. Where a vehicle is sold without reserve and/or without warranty it shall be implied that it is sold with all faults and imperfections and the Buyer shall have no right to return the vehicle to claim damages or any other remedy. The exception to this being where the Seller has made statements on the entry form which are incorrect. In this situation the Buyer would be entitled to make the sale void. Where a Buyer claims an incorrect statement has been made this must be notified to the Auctioneers within 24 hours of purchase. The Buyers rights to take action against the Seller remain unaffected.
18. Except where a vehicle is sold under Condition 17 hereof, all major defects not disclosed at the time of sale or any misrepresentations alleged must be notified to the Auctioneers by the Buyer WITHIN ONE HOUR and the vehicle returned to the Auctioneers within that time. The Auctioneers will cause the vehicle to be examined and will decide whether or not the complaint is justified. If the Purchaser disagrees with the decision of the Auctioneers an independent engineer, at the Purchaser's expense, may be asked to give an opinion and whose decision would be final. The Buyers rights to take action against the Seller remain unaffected.
19. WHERE A VEHICLE IS PURCHASED WHICH DOES NOT COMPLY WITH THE ROAD TRAFFIC ACTS AND/OR THE MOTOR VEHICLES (CONSTRUCTION AND USE) REGULATIONS OR ANY SUBSEQUENT AMENDMENTS THERETO THE PURCHASER SHALL NOT REMOVE IT FROM THE AUCTIONEERS' PREMISES UNDER ITS OWN POWER. EVERY VEHICLE IS SOLD ON THE UNDERSTANDING IT WILL NOT BE USED ON THE ROAD IN THE UNITED KINGDOM UNTIL IT HAS BEEN PUT INTO SUCH A CONDITION THAT IT MAY LAWFULLY BE SO USED.
20. Immediately a sale of a vehicle is completed the Buyer shall give his name and address to the Auctioneers. He shall pay for the vehicle in full or, at the option of the Auctioneers shall pay a deposit and the balance before the vehicle is removed. If a Buyer buys more than one vehicle he must have paid for them all in full before any one vehicle can be removed. Notwithstanding Clause 11 a payment by cheque will not confer upon the Buyer a right to remove the vehicle until the cheque has been cleared and will not until clearance be deemed to constitute a payment within the meaning of these conditions.
21. All vehicles shall be paid for within 24 hours of the sale day. If the vehicle is not paid for in full within this time the deposit (an amount as published in the sale room) shall be forfeited.
22. No vehicles may be transferred from a Buyer to a Sub-Buyer.



23. The risk shall pass to the Buyer immediately but the ownership shall pass only when the price has been paid to the Auctioneers and any cheque or other instrument tendered in payment has been cleared.
24. The Word:
- (a) "Seller" used in these conditions shall include the owner of the vehicle, his authorised Agent and any other person offering the vehicle to the Auctioneers for sale whether he be authorised by the owner or not.
 - (b) "Buyer" used in these conditions shall include the person to whom the vehicle is sold by private treaty, the highest bidder, the person declared by the Auctioneers as being the Purchaser and, if any of the aforesaid persons are acting for a principal, the principal himself.
 - (c) "Sale" used in these conditions shall include sale by private treaty as well as sale by auction.
 - (d) "Vehicle" used in these conditions shall include all Motor Cars, Motor Vehicles, Motor Cycles, Plant and other items entered for sale whether by Public Auction or by Private Treaty.
25. Any dispute which may arise with reference to any sale or to these conditions may be referred to the Auctioneers if the Seller and the Buyer so agree. The Auctioneers' decision shall be final and binding on both parties.

THIS AUCTION OPERATES UNDER THE CODE OF PRACTICE RECOMMENDED BY THE SOCIETY OF MOTOR AUCTIONS

THE ABOVE CONDITIONS OF ENTRY AND SALE SUPERSEDE AND CANCEL ALL PREVIOUS CONDITIONS
01/02/2001

EAST ANGLIAN MOTOR AUCTIONS (NORWICH) Ltd