



**Eastbourne Car Auctions Ltd**  
**Standard Terms & Conditions of Entry and Sale**  
(WITH EFFECT FROM 01.03.2011)

**ENTRY**

1. Two auctions are held each week, on Wednesday at 11.00am and Friday at 6.00pm.
2. Each vehicle must be accompanied, at the time of entry, with the following:  
Vehicle Registration Document (if not present at time of sale will be sold without)  
MOT Certificate (if legally due & if not present at time of sale will be sold without)  
Completed EASTBOURNE CAR AUCTIONS LTD Entry Form (all sections)  
Entry Fee of £50 (for two sales) £20 per sale thereafter  
ID is required by form of driving license, passport or utility bill
3. All vehicles registered more than ten years ago, **must be entered without reserve.** Unless the vendor is prepared to pay min sale fee each time the vehicle is entered into the sale and remains unsold.
4. All vehicles left on the premises are left at the current owner's risk, whether parked for sale or awaiting removal.
5. All vehicles entered are accepted in good faith by EASTBOURNE CAR AUCTIONS LTD and are therefore confirmation of the seller's title to dispose of the said vehicle is not guaranteed by the auctioneers at any time.
6. The description of each vehicle is checked by EASTBOURNE CAR AUCTIONS LTD, but it is a condition of sale that where facts have been intentionally misrepresented to mislead or confuse, the vehicle will be sold **"without warranty."**
7. If the vehicle entered is considered by the auctioneers to be unsuitable for inclusion in the sale, it may be refused entry.
8. All road fund licenses left on the vehicles when sold automatically become the property of the purchaser.
9. Road fund license can only be sold at surrender value if the vendor has been or is the registered keeper, if you are not or haven't been a registered keeper then road fund license will have to be sold with the vehicle or sent back to the registered keeper to surrender.

**SALE**

1. A contract of sale shall be deemed to have been completed between the owner/entrant and the purchaser, once the fall of the hammer has taken place. Any legal claim that may arise out of the respective contract is not the liability of EASTBOURNE CAR AUCTIONS LTD Ltd.
2. Once the sale has been transacted and finalized to the satisfaction of the auctioneers, a compulsory buyers premium policy must be taken out by all purchasers as cover against any dispute with regard to title of ownership. The buyers premium is automatically charged to all purchasers.
3. The purchaser must pay the full amount of the purchase price on the day of the sale, or a minimum of £400.00 to reserve the vehicle. The deposit is not refundable should the purchaser fail to pay the balance within 24 hours of the sale. In such cases the contract becomes void.
4. Safeguards for purchasers, whereby a contract can be cancelled are dependent on the following two factors:  
PRICE paid for the vehicle - Auctioneer's declared **condition** of respective on the sale.  
These are strictly adhered to as follows:  
Where the sale price is £2000 or below, the vehicle is automatically **Sold as Seen - no guarantees of any kind - NO CANCELLATIONS.**  
On any vehicles sold over £2000 they can be either:  
(A) **Sold as Seen**, again no guarantees - no cancellations  
(B) Sold as having **No Major Faults**, except those declared by the Auctioneer.  
(C) Sold as having **No Major Faults**.  
In (B) and (C) above, there is a guarantee on mechanical parts which allows the purchaser a period of time in which he must test and return the vehicle should he discover any undeclared major faults to which he objects. These times are Wednesday auctions up to 5.30pm that day and Friday auctions up to 9.00pm that night.

**NO NEGOTIATIONS CAN BE ENTERED INTO AFTER THESE TIMES**

The vehicle will then be inspected and tested and if such a fault is found, a cancellation of sale, or mutually agreed reduction of the selling price will take place.

When purchasing vehicles from ECA all customers must be aware their rights under the Sale of Goods Act 1979 (Amended) are excluded.

5. Vehicles sold without reserve are deemed to be **Sold as Seen** unless otherwise stated by the auctioneer.
6. All vehicles are sold by the date of their first registration and not manufacturer's model or serial number. Vehicles imported into GB are sold as having been first registered as per the details on the registration document - this does not imply that the vehicle is not older than the registration date shown.
7. A £20.00 charge will be made on all vehicles to cover the transfer of ownership information to DVLA.
8. VAT is payable on all auction charges.
9. If the sale is cancelled due to vendors misrepresentation, the minimum commission and entry fee will be payable to withdraw the vehicle.
10. In the event of any dispute title to the vehicle will not be passed to the purchaser until that dispute is resolved by ECA.

**AFTER SALE**

1. A commission is due to the auctioneers at 10% of the selling price (minimum of £100)
2. Should the age of the vehicle be incorrectly quoted, money paid by the purchaser is refundable.
3. As the purchaser's agent, the auctioneers reserve the right to nullify a sales contract up to a period of seven days from the date of sale, if the vehicle sold is found to have been a total insurance loss and was bought in good faith, the relevant facts not disclosed on the entry form. This does not apply to correctly repaired vehicles.
4. Vehicles not sold at the auction but subsequently sold to persons attending the sale, shall be liable to the full agents commission.
5. A £20.00 charge will be made on all vehicles to cover the transfer of ownership information to DVLA.
6. A £35.00 charge will be made on all vehicles subject to a Hire Purchase, Leasing or Contract Hire Agreement, whether or not this fact has been declared by the entrant.
7. Any vehicle Sold as Seen or without a current MOT certificate (if legally required) must not be used on the public highway until all the legal requirements are satisfied, and should be transported from the sale. It shall become a condition of sale that the purchaser abides by this rule.
8. Once a vehicle is sold it must be removed from the auction premises within twenty four hours of the sale. If not a parking charge of £15.00 per day will automatically be made. In cases where sold vehicles are not removed for seven days or more, they can at the auctioneer's discretion be put up for resale whether or not the full purchase price has been paid.
9. Clients who do not have an approved cheque payment facility can make payment by Debit Card (we do not accept Credit Cards), Same Day Bank Transfer (CHAPS or FastPay) or Cash up to £9,000 per sale (not per vehicle) in accordance with money laundering regulations. Cash payments in excess of £400 will attract a handling fee of 1.5% + vat.

Terms and Conditions may be varied from time to time. A copy of the Current Terms and Conditions are available upon request, at any time. ENTERING OR PURCHASING VEHICLES CONSTITUTES ACCEPTANCE OF THE CURRENT TERMS & CONDITIONS OF SALE.

Signed \_\_\_\_\_ Date \_\_\_\_\_