

To [vendor]

[address]

[Date]

Dear Sir/Madam

Vendor terms and conditions for sale of goods and vehicles by auction ("Vendor Terms")

Thank you for your instructions to sell by auction the goods and/or vehicle(s) identified below (the "**Lots**") on the auction date identified below. You hereby appoint us as your agent for such sale and we confirm our acceptance of your instructions to do so subject to these Vendor Terms.

Reference in these Vendor Terms to "**you**" or "**your**" refer to you the individual, sole trader, company or other legal entity supplying the Lots whether you are the legal owner of the Lots or acting as agent for the legal owner. References to "**we**", "**us**" and "**our**" are references to Commercial Vehicle Auctions Limited.

Entry of Lots in auction

1. We will only accept the Lots for sale on receipt of a completed entry form for them ("**Entry Form**") and payment of the applicable entry fee. The particulars given on the Entry Form and the description of the Lots contained therein form the basis of the contract between you and us and we shall not be liable for any losses, liabilities, damages, costs or expenses which may arise through the use of such particulars or description in any sale.
2. You must provide us with your name, address and proof of identity (or other information which may be required for the purposes of the Money Laundering Regulations 2007). In the event of any dispute we may be required to disclose this information by law.
3. In relation to the sale of vehicles (i) the registration book and (where applicable) the MOT certificate (ii) the keys of the vehicle (iii) an entry form fully completed and signed by vendor must be handed to us ahead of the vehicle being entered into the auction. Were V5 and/or registration documentation is not provided we reserve the right to withhold payment for the vehicles until same is produced;
4. If the vehicles are demonstrated to prospective purchasers, all such demonstrations are undertaken entirely at your own risk.
5. You may deliver Lots to our premises during business hours (8am-5pm) and by prior arrangement with us on at least 24 hours' notice.

Your warranties

6. You warrant to us that (i) you are entitled to have possession of and to sell the Lots, (ii) you are entitled to instruct us to sell the Lots by auction, (iii) all the information supplied to us by you or your agents in connection with the Lots is true and accurate and (iv) you permit CVA the right to publish ahead of an auction to which a lot is entered (by fixing the entry form or any part thereof or any other document to the vehicle or otherwise) and to announce at the auction any information contained in the entry form or supplied by the seller, any fair summary of any such information and any fair description of the appearance of the vehicle but save as appears elsewhere herein CVA shall not be obliged to make any such publication or announcement (v) that the vehicle bears its proper registration mark and chassis number.
7. You warrant to us that should any of the following apply that same will be explicitly stated on the entry form: (i) that the vehicle has previously suffered serious accident damage and/or been treated by an insurance company as a total loss, (ii) that the vehicle has been previously been owned and/or used by the police or has been used as a licensed hackney carriage (iii) that the vehicle has

been re-registered or imported and (iv) that the odometer reading is not warranted.

8. You indemnify us and hereby keep us indemnified against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees) howsoever arising that we suffer or incur in respect of (i) you being in breach of your warranties given in paragraphs 6 & 7 above, and/or (ii) our receiving the Lots and/or selling the Lots at auction.

Loss of or damage to Lots

9. The Lots shall be stored on our premises at all times at your own risk and we shall not be responsible for any loss of or damage to any Lots howsoever caused. In particular, you should ensure that the doors and windows of any vehicle are closed and locked to minimise the risk of theft.
10. We accept no responsibility for any loss or damage to vehicles in respect of demonstrations, no matter how same arise.

Reserve

9. Each Lot shall be put up for sale without reserve unless we are notified to the contrary by you on the Entry Form before the auction. An Entry Form bearing the words NETT or CLEAR will be construed by us to indicate authority for the auctioneer to sell the Lot at the price stated on the Entry Form. We reserve the right to refuse to accept for sale any Lots where we consider that you have set an unreasonable reserve price.
10. If you do set a reserve price in the Entry Form for a Lot, you hereby authorise us to (i) determine the amount of the advance for the Lot; (ii) bid on your behalf at our discretion up to the amount of the reserve price; (iii) buy in the Lot on your behalf as unsold below the reserve price, and (iv) withdraw the Lot as unsold if the reserve price is not reached.

Sale of Lots

11. You hereby authorise us (i) to bid for the Lots on behalf of those persons who have left with us, before the auction, written authority to bid on their behalf, (ii) in the event of a dispute as to any bid, to put up the relevant Lot again for sale at the last undisputed bid, (iii) if the successful bidder fails to supply his name and address or that of the person on whose behalf he has bid, to put up the Lot again for sale at any time.
12. We accept no responsibility in connection with the commissioning of staff to bid for any Lots. Reserves given by telephone are accepted at your risk and must be confirmed in writing before the date of the auction.
13. We may take reasonable steps to regulate the bidding and to refuse undesirable bids at our discretion. You may reserve the right to bid for your own Lots subject to such right being exercised by and at the discretion of our auctioneers acting as your agent.
14. On the sale of a Lot, the contract is made between you and the successful bidder who purchases the Lot. We only act as agent in respect of the sale process and neither you nor your Lot's purchaser has any legal right of action against us in respect of any cause or matter arising out of the sale of the Lot and/or its contract for sale.
15. We reserve the right to sell by private treaty at the reserve price, or such other price as may be agreed, any Lot which has failed to sell by auction or for which the successful bidder fails to make payment. Commission shall be payable on such sale in accordance with paragraph 22 below.
16. If you enter a Lot for auction and it is not sold during the auction (whether you withdraw it or otherwise) but you or any other person acting as your agent sells the Lot to any person attending the auction, that sale shall be deemed to have been effected by us as agent for you, and full commission will be payable by you in accordance with paragraph 22 below.
17. The Lot will not be released until it has been through the sale room or the auction has completed.

18. The Lot must be removed by you or the purchaser within five working days of the auction. All Lots left by you on our premises are at your own risk unless and until the purchaser (if any) of the Lot assumes responsibility for them.
19. If the Lot is not removed from our premises within 5 days of the auction (i) you will be charged for storage at a price of £10 per Lot per day, calculated from the date of the auction, and (ii) if the ownership of the Lot has not transferred to a purchaser you hereby authorise us to sell the Lot at our discretion to cover our costs and storage charges and commission, the balance of such sale price then to be payable to you.

Payments and Commission

20. We are not responsible for any default by the purchaser. We give no guarantee that the successful bidder for a Lot, or any other person with whom the sale of the Lot is agreed, will proceed and make full payment to you for the Lot. If payment in full and cleared funds for the Lot is not made within 5 days of the date of its sale, we may offer the Lot for resale or request that you pick up the Lot. In the event the Lot is offered for resale, we shall not be liable for any difference in the sales value agreed in the initial sale to that achieved from any subsequent sale.
21. Where any Lots sold are found to be subject to hire purchase or leasing agreement, we reserve the right to discharge the existing liability to the finance company concerned remitting any balance, less commission and any applicable storage costs, to you on receipt of a clearance note from the finance company. In the event any shortfall arises, you shall be liable to pay such sum to us or the finance company.
22. You agree that we are entitled to receive an entry fee, service charge and a commission payment on the sale of each Lot. The commission is calculated on the price at which the Lot is sold at the applicable commission rates set out in the attached scale of charges or such other commission rates that we confirm to you from time to time in writing. We are entitled to deduct our commission and charges from any sum received by us from a purchaser of the Lot.
23. Subject to paragraph 24 below, if you enter a Lot for auction and subsequently withdraw it prior to the Lot being offered for sale at the auction, you will be liable to pay us £100 per Lot administration fee.
24. If you enter a Lot for auction and you withdraw it from the auction or the Lot does not sell at the auction but in either case you subsequently sell the Lot to a person attending the auction, you will be deemed to have sold it at by the auction and you shall pay the full commission to us in as calculated in accordance with the provisions of paragraph 22 above.

Safety

25. In operating the auction it is necessary for there to be several moving vehicles at any one time. You and all persons attending our premises with you and/or on your behalf must take all necessary precautions at all times to ensure your and their own safety while on the auction premises.
26. Subject to paragraph 31 below, we shall not be liable for any death or personal injury suffered on our premises.
27. Persons under the age of 18 ("**minors**") are allowed on the auction premises only under the close supervision at all times of an accompanying adult. The adult must take responsible care of the minors at all times to ensure their safety and shall ensure that such minors only access the main Auction Centre and under no circumstances whatsoever access the Vehicle Compound or come within close proximity of any moving vehicles.

General

28. You agree that you shall not at any time disclose to any person or use for your own purposes any confidential information disclosed to you concerning our business, customer names and/or details and any other information relating to our operations, processes, plans, software and market opportunities.

- 29. While we will use reasonable endeavours to ensure the availability of our website and the services provided thereon, we cannot guarantee that they will operate continuously or without interruptions.
- 30. We will not be in breach of these terms or otherwise liable for any delay in performance if, and to the extent that, any delay or failure is due to circumstances beyond our reasonable control and including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
- 31. Nothing in the Vendor Terms limits or excludes liability for death or personal injury resulting from negligence, or limits or excludes liability arising from fraud or fraudulent misrepresentation.
- 32. These Vendor Terms shall be governed by and construed in accordance with English law and you and we hereby submit to the exclusive jurisdiction of the English courts.
- 33. The provisions of the Contracts (Rights of Third Parties) Act do not apply to these Vendor Terms and so only you and we are entitled to enforce these Vendor Terms.

We enclose a copy of these Vendor Terms. Please sign and return the copy as confirmation that you agree to the Vendor Terms.

Yours faithfully

Commercial Vehicle Auctions Limited

Vendor information

- Lots: **[insert details of goods and/or vehicles for sale]**
- Auction Date: **[insert date]**
- Commission: **[insert percentage]**
- Entry fee: **[insert fee]**
- Service charge: **[insert fee]**

I hereby agree to the Vendor Terms on behalf of the Vendor.

..... Print full name

..... Signature

.....Date