

COMMERCIAL VEHICLE AUCTIONS

HEALTH & SAFETY ON SITE

Please note that nobody under the age of 18 is allowed in the yard, though they can go in the auction hall if they stay on the inside of the glass windows.

Please note anybody over 18 may go in the yard but must be aware of moving vehicles and the dangers that arise from moving vehicles. Hi vis jackets are available on request from reception.

OVERSEAS BUYERS

All overseas buyers MUST register at reception prior to the auction leaving a £2000 deposit, either as cash or credit/debit card payment. This deposit is refundable on auction day, if no purchases are made.

Please note if payment for purchased items is not received within 5 working days the £2000 deposit will not be refunded.

All buyers (including buyers from Eire) must pay a 20% deposit (equivalent to the VAT) on all purchases, which are subject to VAT. This deposit will be refunded on proof of export within 3 months of the invoice date. After 3 months, no refunds can be made.

Commercial Vehicle Auctions Ltd reserves the right to decide what constitutes the correct proof of export.

To qualify for a zero-rated VAT invoice, buyers must supply a full address in the country the goods are to be exported too, and a current VAT number if exporting to a E.U member state. All Export Deposit refunds will be made by cheque.

DOCUMENTATION

Please assume all lots are sold without documentation unless otherwise stated in the catalogue, or by the auctioneer.

INSURANCE OF ITEMS

Commercial Vehicle Auctions will not accept any responsibility for vehicles and trailers damaged or subject to theft whilst on our auction premises.

It is the responsibility of the owners of items to ensure they are adequately insured while on these premises.

SECURITY

Customers or any person acting on behalf of customers, who are seen stealing parts from any vehicle will either be prosecuted by the police, or will be banned from doing any further business with Commercial Vehicle Auctions. This includes any victim of theft who replace any missing parts from another vehicle on site.

PAYMENT

Could we politely remind all purchasers that ANY lots bought today MUST be paid and removed within 5 working days. Failure to do so will resort in a storage charge being levied at the rate of £15.00 per lot per day.

Please Note Bankers Drafts and cheques are no longer accepted as Cleared Funds, anybody wishing to pay by Bankers Draft should allow 5 working days for clearance.

Please Note that a 5% Buyers Premium in the HGV Auction will be added to customers purchasing COACHES

REGISTRATION DATES/YEARS OF MANUFACTURE

Dates shown in this catalogue or announced by the auctioneer are either given from the information supplied or deduced from serial numbers or the data held by the DVLA. Whilst believed to be correct they cannot always be relied upon and in some cases the registration date may differ from the date of manufacture. The auctioneers take no responsibility in respect to such discrepancies and purchasers should make their own enquiries if in any doubt as to the details of any lots offered by Commercial Vehicle Auctions Ltd.

BUYERS PREMIUM

There is a buyers premium on top of all lots, this will be a follows unless otherwise stated at the time of the sale or in the catalogue.

Trucks, Trailers, Vans and Cars are on a sliding scale dependant on the bid price. (please refer to the buyers premiums table displayed or ask in the office)

Coaches = 5%
Plant & Machinery:
£1-3,000 = 10%
£3,001+ = 7.5%

BANK DETAILS

Bank: Bank of Ireland
279 Antrim Road
Newtownabbey
BT36 7QN

A/C Number: 87055425

Sort Code: 90-24-26

A/C Name: Commercial Vehicle
Auctions Ltd

FOR INTERNATIONAL BANK TRANSFERS:-

Iban No: GB15BOFI90242687055425
Bic/Swift No: BOFIGB2B

COMMERCIAL VEHICLE AUCTIONS LIMITED - PURCHASER TERMS & CONDITIONS

Please read these purchaser terms and conditions ("**Purchaser Terms**") carefully as by attending and/or participating in one of our auctions you automatically accept and agree to these Purchaser Terms and that same are binding upon you. If you do not agree to the Purchaser Terms please do not attend or participate in any of our auctions. You are strongly urged to read these conditions before selling your vehicle.

Copies of these terms and conditions will be supplied on request free of charge. Your attention is specifically drawn to Condition 24. Buyers have certain rights which can be exercised only within these time limits

References in these Purchaser Terms to (i) "**person(s)**" means you and all other individuals, sole traders, companies and other legal entities bidding for Lots via the auction, (ii) "**purchasers**" means the persons who successfully bid to purchase a Lot via the auction, (iii) to "**we**", "**us**" and "**our**" are references to Commercial Vehicle Auctions Limited (CVA), and (iv) to "**Lots**" are to lots offered for sale in our auctions.

Bidding for Lots

1. We reserve the right in our absolute discretion for our auctioneers (i) to fix an advance or reserve price for any Lot, (ii) to accept or refuse to accept a bid from any person, and (iii) in the case of a dispute as to any bid for a Lot, to determine the dispute (by declaring which person is the accepted bidder or otherwise), or put the Lot up again for auction at the last undisputed bid, or withdraw the Lot from the auction.
2. In the event that the auctioneer exercises the discretion to cancel the contract referred to at Condition 9 herein neither the original buyer nor the seller shall be entitled to rely on the original contract of sale for any purpose whatsoever save that the buyer shall be entitled to the return of any deposit or other money which he may have paid thereunder.
3. No person may advance less as a bid than a sum to be named from time to time by the auctioneers.
4. The vendor of a Lot may in its absolute discretion (i) bid for any Lot either personally, or by instructing us (or any other person) to do so, as many times as they may think fit, and (ii) withdraw any Lot.
5. Subject to paragraph 1 above, the highest bidder for each Lot shall be the purchaser of that Lot. No person can retract a bid once made.

Sale of Lots

6. On the sale of a Lot, a contract is entered into between the vendor and the purchaser of the Lot. We only act as agent in respect of the sale process and neither the vendor nor the purchaser of the Lot 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.
7. Purchasers are not entitled to transfer ownership of Lots to a sub-purchaser.
8. A contract of sale shall be made and a vehicle shall be sold when and only when the hammer falls. The purchaser shall be the maker of the highest bid accepted by the auctioneer. The price shall be the amount of the highest bid accepted by the auctioneer.
9. The purchaser of a Lot must give their name, address and proof of identity (or other information which may be required for the purposes of the Money Laundering Regulations 2007) to us and the auctioneers

immediately upon the sale of the Lot. In the event of any dispute we may be required to disclose this information by law. If he fails to do so (whether or not he tenders the price) the auctioneer shall have the absolute discretion to cancel the contract of sale.

10. Each Lot shall become the purchaser's risk and liability from the fall of the hammer or other sale of the Lot howsoever arising.
11. The ownership of a Lot shall only transfer to the purchaser on the purchaser's payment in full of cleared funds for the full purchase price for the Lot plus our applicable service charge.
12. From fall of the hammer, the Lots shall be stored on our premises at all times at the purchaser's own risk and we shall not be responsible for any loss of or damage to any Lots howsoever caused.
13. Bid and commissions given by telephone or online are accepted at your risk and must be confirmed in writing before the date of sale and the cheque must be cleared in advance of bidding taking place.
14. We sell as agents for vendors (except where we are stated wholly or partly to own any Lot as principal) and as such are not responsible for any default by the vendor.
15. Vehicles are sold with the benefit of any unexpired vehicle excise licences attached thereto and current MOT certificates relating thereto.

Private Treaty Sales

16. If a vehicle fails to reach its reserve price CVA shall be entitled but not obliged to inform the seller of the highest bid. If required CVA will provide facilities and services which may be utilised by the seller to make a contract for the sale of the vehicle to the highest bidder or to any other person interested in the vehicle.
 - 16.1 A private treaty sale shall mean:
 - 16.1.1 any sale that arises from the provision of the aforesaid information, facilities or services;
 - 16.1.2 any other sale of the vehicle which is agreed at the auction premises but is not a sale that is concluded by the fall of the hammer in the auction hall.
 - 16.2 When a private treaty sale occurs CVA shall be entitled to commission and the buyer's fee.
 - 16.3 Whether or not the vehicle was put up for auction "as seen" Condition 25 shall not apply to a private treaty sale. The terms of a private treaty sale shall not and shall not suggest to exclude any statutory rights which the buyer may have but save as aforesaid shall be on such terms as are expressly or by implication agreed by or on behalf of the parties to the private treaty sale.
 - 16.4 CVA is not and shall not be deemed to be a party to or liable upon a private treaty sale and shall not incur any liability to any party thereto by reason only of the fact that CVA has facilitated and/or negotiated said sale and thereafter released the vehicle to the purchaser.
 - 16.5 In the event of a dispute between the parties to a private treaty sale CVA shall be obliged to do no more than provide each party with the name and address of the other.

Payments

17. All purchasers are liable to pay a Buyer's premium to us in respect of their purchase of a Lot. The Buyer's premium shall be for the amount published on the day of the auction and shall be payable by the purchaser before the Lot is removed from our premises.
18. Upon the hammer falling on a sale (or the sale of the Lot howsoever arising), the purchaser must immediately pay to us as agent for the vendor, the full purchase price of the Lot, or a deposit of the higher of 10% of the hammer value of the Lot and £1000, save for Lots purchased for export where the deposit is for the higher of 10% of the hammer value and £2000. Deposits are to be paid in cash, by bank transfer, or by chip and pin and are not to be paid over the telephone.
19. Unless otherwise specified, all purchases are subject to VAT which shall be payable at the prevailing rate in addition to the value of the purchase. Lots purchased for export shall also be charged VAT which shall be repayable on production of unequivocal written evidence that the Lot has been exported in accordance with HMRC regulations. We reserve the right to determine what constitutes the correct proof of export a lot. This evidence must be received by us within 3 months from the date of the sale (or 13 weeks from date of sale) and even if evidence is produced after the time period it will be too late to claim the VAT as it will have been paid back to the vendor.
20. The purchaser must pay the full purchase price plus VAT (less any deposit) and our service charge to the auctioneers' cashier before ownership of the Lot passes to the purchaser and before the Lot can be removed from our premises by the purchaser. If the purchaser purchases more than one Lot, it must pay in cleared funds for all Lots purchased before any of them may be removed from our premises.
21. Full payment must be made and the Lots removed from our premises within 5 days of the auction date. All payments by cheque must clear within these 5 days. A purchaser paying by cheque is only entitled to take possession of the Lots once the cheque payment has cleared and ownership has transferred.
22. No purchase may be removed during the sale or until such time as all other money due from the purchaser shall have been paid. If the Lot is not removed within 5 days of the auction, we are entitled to charge a storage fee of £15 plus VAT per day commencing on the day after the auction date until the date the Lot is removed from our premises.

Consequences of non-payment

23. If any Lot is not paid for in full and cleared funds and removed by the purchaser from our premises within 5 days of the auction, or if the purchaser is otherwise in breach of these Purchaser Terms, we (as agents of the vendor) in our absolute discretion and without prejudice to any other rights that we and/or our vendors may have, shall be entitled to exercise one or more of the following rights or remedies:-
 - (a) retain the deposit and deem it forfeited by the defaulting purchaser;
 - (b) proceed against the defaulting purchaser for damages for breach of contract;
 - (c) rescind the sale of the Lot;

- (d) rescind the sale of any other Lot sold to the defaulting purchaser at the same or any other auction and which has also not been paid for in full in cleared funds;
- (e) close the defaulting purchaser's account with us and ban the defaulting purchaser from attending any further auctions run by us or on our behalf;
- (f) resell the Lot, or cause it to be resold, by public auction or private sale. The defaulting purchaser shall then be liable pay to us the costs incurred in connection with the resale plus the value of any shortfall between the amount of the purchase price agreed by the defaulting purchaser for purchase of the Lot and the price paid upon actual sale of the Lot to a third party, to the extent that any deposit paid by the purchaser is less than the shortfall;
- (g) remove, store (either at our premises or elsewhere) and insure the Lot at the expense of the defaulting purchaser;
- (h) charge interest at the rate of 2% above the base rate of HSBC plc on all sums due, such interest shall accrue on a daily basis and be compounded quarterly from the expiry of 5 days after the date of the auction to the date of payment in full for the Lot;
- (i) retain possession of the Lot and all other Lots from time to time sold to the purchaser pending payment in full of the Lot;
- (j) apply any proceeds of sale then due or at any time afterwards becoming due to the defaulting purchaser on its own sale of goods at our auctions towards settlement of the purchase price of the Lot and exercise a lien on any property of the defaulting purchaser which is in our possession for any purpose.

State and condition of Lots

24. ALL LOTS ARE SOLD "AS IS", WITHOUT EXPRESS OR IMPLIED WARRANTIES, AND SUBJECT TO ALL FAULTS AND IMPERFECTIONS AND ALL ERRORS OF DESCRIPTION.
25. PURCHASERS BUY LOTS AT THEIR OWN RISK HAVE NO RIGHT TO RETURN THE LOTS OR TO CLAIM DAMAGES OR ANY OTHER REMEDY WHATSOEVER IN CONNECTION WITH THE LOTS.
26. Purchasers must satisfy themselves as to the quality and condition of the Lots, including when making purchases at a distance, whether by means of an agent, or by telephone, internet or otherwise.
27. Illustrations and descriptions in catalogues or brochures are for general identification only. Purchasers should satisfy themselves prior to the auction as to the condition of each Lot. Any statement by us and/or the auctioneers as to the Lot is a statement of opinion only and all person should rely on their own judgment as to all matters affecting the Lot.
28. We are not responsible for any errors of description of the Lot, or for the authenticity of any Lot, or for any misstatement as to any matter affecting the Lot.

29. We have no authority to make or give, and do not give, any representation or warranty in relation to any Lot. All and any implied conditions and/or warranties in respect of the Lots are hereby excluded to the maximum extent permitted by law. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:
- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
 - any loss of goodwill or reputation; or
 - any special or indirect losses, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Additional terms and conditions in relation to vehicles

30. Any reference to the age of a vehicle in the particulars relating to it is intended to be a reference to the year of first registration of the vehicle in the United Kingdom.
31. CVA do not guarantee that the odometer reading on any vehicle sold through the auction is correct and consequently will not be liable for any loss arising should it transpire after purchase that such a reading has been altered in any way.
32. The purchaser of any vehicle is responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits and other authorisations necessary before that vehicle can be used on any public highway.
33. From the fall of the hammer or other sale of the Lot howsoever arising, the purchaser shall be liable for any road traffic offences, fines or other breach of any legislation relating to use of the vehicle.
34. Every vehicle is sold in the auction subject to agreement from the purchaser that the vehicle will not be used on public highways within the United Kingdom unless and until it has been put into such condition that it may lawfully be so used. Where a vehicle is purchased which does not comply with the Road Traffic Acts and/or the Motor Vehicle (Construction and Use) Regulations (as the same may be updated or amended from time to time) and/or any other legislation applicable to the upkeep, maintenance and/or use of vehicles, the purchaser shall not remove it from our premises under its own power. *Where a vehicle is purchased which does not comply with the Health and Safety at Work etc. Act 1974, and/or any other legislation in the UK, purchasers are required to ensure that the use of any such vehicle at a place of work within the UK does not contravene such relevant Act or Regulations.*

Safety

35. In operating the auction it is necessary for there to be several moving vehicles at any one time. All persons attending our premises (whether before, during or after the auction) attend at their own risk. All persons must take all necessary precautions at all times to ensure their own safety whilst on our premises.

36. Subject to paragraph 34 above, we shall not be liable for any death or personal injury suffered on our premises.
37. 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 access the Vehicle Compound or come within close proximity of moving vehicles.

General

38. We reserve the right to update these Purchaser Terms at any time and will place notices on our premises and website confirming any such update.
39. 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.
40. Nothing in these Purchaser Terms limits or excludes liability for death or personal injury resulting from negligence, or limits or excludes liability arising from fraud or fraudulent misrepresentation.
41. These Purchaser 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.
42. The provisions of the Contracts (Rights of Third Parties) Act do not apply to these Purchaser Terms and so only you and we are entitled to enforce these Purchaser Terms.

Severance

43. If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

Waiver

44. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

45. Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire agreement

46. These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. By doing this we clarify each other's rights and obligations and should a dispute arise we can revert to same to ascertain what each party is expected to do. In agreeing to accept the Conditions, you are also confirming that you have not relied on any representation made to you unless same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation.

CVA UNDERTAKINGS

- 46.1 CVA undertakes and represents that:-
- 46.1.1 each lot that appears for sale at the auction has been provided to and accepted by CVA into same in good faith;
 - 46.1.2 the seller has the absolute right to sell the legal and beneficial interest in the vehicle and that same will be unencumbered;
 - 46.1.3 the vehicle's mileage indicated by the odometer is accurate if but only if and to the extent if any that the auctioneer both announces a vehicle's mileage and states that it is accurate. Notwithstanding the fact that the auctioneer has made such an announcement as to the accuracy of the mileage indicated on the odometer CVA gives no undertaking and makes no representation as to the vehicle's mileage and furthermore, the vehicle is sold on the basis that any indication of the vehicle's mileage given by the vehicle's odometer by anything attached to the vehicle or by the auctioneer has not been independently verified and as such it is or may be inaccurate;
 - 46.1.4 unless the entry form discloses that a vehicle is or has been treated by an insurance company as a total loss and the auctioneer makes an announcement to this effect, the vehicle is not and has not been treated as a total loss by an insurance company;
 - 46.1.5 unless the vehicle is sold and purchased "as seen" the auctioneer will announce details of any major mechanical defect disclosed in the entry form;
 - 46.1.6 unless the vehicle is sold and purchased "as seen" if any of the following are disclosed on the entry form: that a vehicle has sustained serious accident damage, has been owned and/or used by the police or as a licensed hackney carriage, has been re-registered or imported or is not in such a condition as to be used lawfully upon the road, then the auctioneer will announce the matter or matters disclosed.
- 46.2 In the event of any breach of the above undertakings and representations then CVA will be liable to the buyer in damages however, CVA's liability for such breach of the above undertakings and representations shall not exceed the price paid for the vehicle by the buyer. Should there be a claim for mileage same shall be subject to any such claim being notified to CVA within 7 days of the contract of sale. Notwithstanding anything above CVA gives or makes no undertaking, representation or warranty with regard to any vehicle and no such undertaking, representation or warranty on the part of CVA, the auctioneer or the branch manager is given or made or is to be implied as to the age, mileage, description, suitability, fitness for purpose, satisfactory quality or roadworthiness of any vehicle by virtue of anything contained in these Conditions or by reason of any one or more of the following:
- 46.2.1 the fact that CVA has accepted the vehicle into the auction;
 - 46.2.2 the invitation by the auctioneer for bids for the vehicle;
 - 46.2.3 the publication by CVA of anything which CVA is authorised to publish by virtue of Condition 5 of the Vendor terms and conditions;
 - 46.2.4 the announcement by the auctioneer during the auction, whether before or after the invitation to bid, of anything which the auctioneer is authorised to announce by virtue of Condition 5 of the Vendor terms and conditions;
 - 46.2.5 the fact that an engineer's report or any other document has been affixed to the vehicle or that any particular statement has been made in any such report or other document;
 - 46.2.6 the fact that pursuant to Condition 5 of vendors terms and conditions CVA inserted in the entry form particulars of the mechanical condition of the vehicle or that any particular statement was inserted.

Scale Of Buyers Premiums

We will apply a buyers premium to each lot purchased from the following table, each charge will be subject to Value Added Tax at the prevailing rate at the date of sale.

Doncaster and London

Trucks, Trailers, Vans & Cars

From	To	Amount
£0	£499	£100
£500	£999	£125
£1,000	£1,999	£150
£2,000	£2,999	£200
£3,000	£4,999	£225
£5,000	£7,499	£250
£7,500	£9,999	£275
£10,000	£12,499	£300
£12,500	£14,999	£325
£15,000	£17,499	£350
£17,500	£19,999	£375
£20,000	£22,499	£400
£22,500	£24,999	£450
£25,000	£27,499	£500
£27,500	£29,999	£550
£30,000+		£600
£10 per £1,000 there after		

Plant & Equipment

From	To	Amount
£1	£3,000	10%
£3,001+	+	7.5%

Coaches – 5% of Hammer Value

All lots managed by XBG Fleet Remarketing shall be subject to an additional charge which will be announced on the day of the sale and may vary from one sale to the next.

Insolvency Assets – 10% of Hammer Value Unless Auctioneer States Different.

Storage Charges of £15 per lot per day will be charged to any lot not paid for and removed by 5 working days.

All above charges are subject to VAT in line with current HMRC prevailing rates at the time.