

CONDITIONS OF ENTRY AND SALE

1. These conditions shall apply to all vehicles entered for sale and to all vehicles sold by Protruck Auctions Ltd (hereafter called the Auctioneers) and shall be binding upon every Vendor and every Purchaser.
2. No vehicle will be accepted for sale unless the appropriate entry form has been fully completed and entry fee paid. The registration book (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 Vendors and the Auctioneers and the Auctioneers shall not be liable to account to the Vendor for any loss which may arise through the use of such particulars or description in any sale.
3. The Auctioneers shall be entitled to a commission on the price at which the vehicle is sold in accordance with the published scale of charges. The commission will be payable by the Vendor at the time of sale. If any vehicle is entered for sale and 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 Agent for the owner and full commission will be payable.
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 the words NETT or CLEAR will be construed by the Auctioneers to indicate authority to sell at the price stated on the form. Vehicles will not be released until they have been through the saleroom or the Auctioneers have ceased selling for the day.
5. Subject to Clause 12 all vehicles must be removed by the Vendor or Purchaser, as the case may be, before 5.00pm on the next working day following the sale, in default of this storage will be charged in accordance with the published scale of charges. The Auctioneers reserve the right to re-offer any unsold vehicles remaining on the premises and deduct any charges arising there from.
6. Vehicles sent to the Auctioneers for sale and left on the premises are so left at the Vendor's risk up to the time of the sale and the Purchaser's risk thereafter. The Auctioneers accept no responsibility for loss or damage no matter how arising, and if vehicles are demonstrated to prospective purchasers they are run at the Vendor's risk.
7. The highest bidder shall be the Purchaser subject to the Auctioneer having the right to take, or refuse, any bid and if any dispute shall arise between two or more bidders the Lot so in dispute may be immediately put up again for sale at the last undisputed bidding, or the Auctioneer may declare which bidder he thinks proper to be the Purchaser. The Auctioneer reserves the right to determine the amount of advance of each bid. If the Vendor reserves the right to bid, it is subject to such right being exercised only by, and at the discretion of, the Auctioneer as the Vendor's agent.
8. The Auctioneers reserve the right to sell by Private Treaty at the reserve price or such other price as may be agreed by the Vendor any vehicle which has failed to sell by Auction. Commission shall be payable by the Vendor in accordance with the provisions of Condition 3 hereof.
9. All vehicles are sold without warranty. It shall be implied that they are sold with all faults, imperfections and errors of description and the Purchaser shall have no right to return the vehicle to claim damages or to any other remedy of whatsoever nature.
10. On the sale of any vehicle contract shall be deemed to have been made between the Vendor and the Purchaser and neither the Vendor nor the Purchaser shall have any legal right of action against the Auctioneers in respect of any cause or matter arising out of the sale.
11. Where a vehicle is purchased which does not comply with the Road Traffic Acts and the Motor Vehicle (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 that it will not be used on a road within the United Kingdom 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 Health and Safety at Work etc, Act 1974 or any other Acts, or regulations, purchasers are required to ensure that the use of any such vehicle at a place of work within the United Kingdom does not contravene such relevant Act or Regulations thereunder applicable thereto.
12. Immediately the sale of a vehicle is completed the Purchaser shall give his name and address to the Auctioneers. He shall pay for the vehicle in full, or at the option of the Auctioneer, shall pay a deposit and the balance before the vehicle is removed. If the Purchaser buys more than one vehicle he must have paid for them in full before any one vehicle can be removed. Notwithstanding Clause 5, a payment by cheque will not confer upon the Purchaser 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. All vehicles shall be paid for not later than 5.00pm on the next working day following the sale. If any vehicle is paid for by that time, any deposit will be forfeited and the vehicle resold without notice to the Purchaser. Any charges or loss incurred on any resale will be payable by the original defaulting Purchaser.
13. No vehicles may be transferred from Purchaser to Sub-Purchaser.
14. Notwithstanding Condition 10 hereof, but without prejudice thereto, every Purchaser shall pay to the Auctioneers a service charge to be paid when the vehicle is paid for and in consideration thereof, the Auctioneers will indemnify the Purchaser against any loss he may suffer through any defect in the title of the Vendor as absolute owner. This indemnity shall be limited only to an amount equal to the price paid by the Purchaser for the vehicle. It shall be obligatory on the Purchaser to notify the Auctioneers within 24 hours after the sale, in writing, if the chassis number of any vehicle purchased differs from that shown on the registration book, or if there has been any alteration or apparent alteration of such chassis number, or if the chassis is not in the usual place, or if any apparent alteration has been made to the details shown on the registration book. Failure to notify the foregoing could invalidate the indemnity. This condition shall not operate to release the Vendor from liability to the Purchaser or his assignee in respect of any warranty or condition express or implied, or statutory or otherwise, as to the Vendor's title and right to sell the vehicle. In the event of the event of the Auctioneers making settlement to the Purchaser under the terms of the indemnity, the Purchaser shall be deemed to have assigned all right of action against the Vendor to the Auctioneer and shall assign them if called upon to do so.
15. Where any lot or lots sold are found to be subject to Hire Purchase or Leasing Agreement, the Auctioneers reserve the right to discharge the existing liability to the Finance Company concerned remitting the balance, if any, to the Vendor on receipt of a Clearance Note from the Finance Company.
16. The Auctioneers reserve the right to refuse to accept for sale any vehicle if they consider the reserve price to be unreasonable.
17. Self billing, The Auctioneers reserve the right to produce a self billing invoice for all sales proceeds. If the vendor makes any changes to their invoicing details or deregulate for VAT, then they must inform the auctioneers immediately. The Auctioneers self billing Invoices comply to VAT regulations and guidelines.
18. the word:
 - a) "Vendor" 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) "Purchaser" 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 by auction.
 - d) "Vehicle" used in these conditions shall include all Motor vehicles, Motor cycles, Trailers, items of Plant, Machinery and spares entered for sale whether by Public Auction or by Private Treaty.
 - e) "Auctioneer" or "Auctioneers" means Protruck Auctions Ltd.