

# LEOMINSTER

## CAR AUCTIONS

All Vehicles are accepted subject to the published conditions which are exhibited at the Auction and copies there of may be obtained as required from the Company's Offices.  
**Shirleath, Kingsland, Nr Leominster, Herefordshire, HR6 9RL**  
Co. Reg. No. 1113804 V.A.T. No. 137 1619 73


FOR OFFICE USE ONLY	<b>Registration Number:</b>		<b>Log Book/ V5:</b>	<b>MOT/Plated Until:</b>
	<b>First Reg:</b>		<b>If imported/re-registered state year of manufacture</b>	
	<b>Make:</b>		<b>Model:</b>	
	<b>CC:</b>	<b>Manual/ Auto:</b>	<b>Mileage:</b>	<b>WARRANTED YES   NO   INCORRECT</b>
	<b>Fuel Type:</b>	<b>Colour:</b>	<b>Milometer working?</b>	<b>Milometer Alteration?</b>
	<b>Number of Keys:</b>	<b>Mot History From:</b>	<b>Chassis Number:</b>	
	<b>THIS VEHICLE IS SOLD AS SEEN</b>			
	<b>Service History:</b>			
	<b>Additional Info:</b>			
	<b>Added Extras:</b> <input type="checkbox"/> Cruise Control <input type="checkbox"/> Parking Sensors <input type="checkbox"/> Parking Cam <input type="checkbox"/> Sat Navigation <input type="checkbox"/> Sun Roof <input type="checkbox"/> Panoramic Roof <input type="checkbox"/> Voice com <input type="checkbox"/> Bluetooth <input type="checkbox"/> Handsfree <input type="checkbox"/> Leather Seats <input type="checkbox"/> Heated Seats <input type="checkbox"/> Apple Play <input type="checkbox"/> Keyless Start			

## RESERVE £

**PLEASE GIVE YOUR LOWEST PRICE**  
Should the reserve not be met, we will contact you on the evening of the sale with the highest offer received.

**Document Reference:**  
(On front of V5)

**PLEASE MAKE CHEQUE PAYABLE TO:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
POSTCODE: \_\_\_\_\_

MOBILE NO: \_\_\_\_\_

TEL NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**FOR BANK TRANSFER PLEASE REQUEST A BANK DETAILS FORM.**

**SELLER PLEASE READ CAREFULLY**

WILL YOU BE AT THE AUCTION? YES / NO

ARE YOU VAT REGISTERED? YES / NO

IF YES, IS VAT TO BE CHARGED? YES / NO

**VALUE ADDED TAX**

What is your VAT Reg No? \_\_\_\_\_

Did you recover any VAT charged to you when you bought this vehicle?  
(If yes you must account for full VAT on disposal of the vehicle) **YES / NO**

**HAS THE VEHICLE:**

1. Been an Insurance Total Loss? \_\_\_\_\_ CAT: \_\_\_\_\_

2. Sustained serious accident damage? \_\_\_\_\_

3. Been owned by the Police? \_\_\_\_\_

4. Been a Taxi (or Private Hire)? \_\_\_\_\_

5. Been re-registered or imported? \_\_\_\_\_

**Any outstanding finance?** \_\_\_\_\_

With whom? \_\_\_\_\_

Account no. Outstanding? \_\_\_\_\_ LCA to settle? \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(I CONFIRM I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF SALE)

### FOR OFFICE USE ONLY

ENTRY FEE: £	COMMISSION: £
ADDITIONAL CHARGES: £	COLLECTION: £

I acknowledge having purchased this Lot at the price shown, and in accordance with the Conditions of Sale as available, and the provisions of the Road Traffic Act 1988.

FULL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
POSTCODE: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(I CONFIRM I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF SALE)

£

**+INDEMNITY FEE**

INITIALS

# LEOMINSTER

## CAR AUCTIONS

### CONDITIONS OF ENTRY AND SALE

1. In these conditions, "The Company" shall mean Leominster Car Auctions Ltd.
2. The Company reserves the right to refuse to auction a vehicle on any grounds which appear to them to be sufficient.
3. A vehicle for auction and given a Lot No. shall not be released from the Company's premises until the end of the sale. The Company reserves the right to re-offer for sale during the day of the sale any unsold vehicle pursuant to the original entry form and subject to these conditions.
4. The Vendor shall supply the relevant motor vehicle registration book for the vehicle and, if appropriate, a current Ministry of Transport Test Certificate, and no payment shall be made to the Vendor until these documents are with the Company.
5. The Company shall be entitled to receive from the Vendor of a vehicle sold, commission at the published charges or as may be otherwise agreed. The commission shall be due and payable by the Vendor to the Company when the vehicle is sold, but the Company shall be at liberty to deduct the commission from the sale price before payment thereof to the Vendor.
6. The sale price shall be paid by the Purchaser in cash to the Company (or otherwise secured to the satisfaction of the Company) on the day of sale and before the vehicle is removed from the Company's premises, and such sale price or security shall be held as stakeholder and not as agent for either the Vendor or the Purchaser until payment is made to the Vendor as provided in condition 10. The sale shall be deemed to form the basis of the contract of sale between the Vendor and the Purchaser, and neither party shall have any right of action against the Company and/or its servants in respect thereof. The property in the vehicle shall not pass to the Purchaser until the whole of the sale price is received by the Company, and in default of such payment, the Company may, in their discretion, declare the sale null and void.
7. Failure by a Purchaser to pay for and remove the vehicle within six days of the sale shall entitle the Vendor to rescind the sale and forfeit any deposit which may have been paid by the Purchaser, in addition to any cause of action the Vendor may have against the Purchaser for failure to pay the balance of the purchase price.
8. If a reserve price is not stated in the space provided on the entry form, the vehicle shall be sold without reserve.
9. Commission as provided in paragraph 5 hereof shall be payable to the Company if a vehicle entered for sale is sold by the Vendor on the day of the sale to a person attending the auction, or if any vehicle entered for sale and withdrawn prior to it being offered for sale and in such latter case as if it had been sold at the reserve price or if no reserve price had been set at the Company's considered estimate of the current market price.
10. Payments to the Vendor of the sale price (less any commission fees abatements or other monies due) will be made by the Company only provided these conditions of sale have been complied with. Such payment will be made by posting a crossed cheque to the Vendor three clear days after each sale subject to Bank Holidays or any strike action and that the Company is satisfied that the Vendors are the owners of the property in the vehicle, or are entitled to receive payment.
11. **(A)** Where a vehicle entered for sale is disclosed to be subject to a Hire Purchase Agreement, the Vendor will be charged a negotiating fee of £10 + VAT if the vehicle is sold. If such a Hire Purchase Agreement is not disclosed, the Vendor will be charged a negotiating fee of £10 + VAT in addition to commission as aforesaid and any other charges due.  
**(B)** If a vehicle subject to a Hire Purchase Agreement is sold, the Company shall be at liberty to make any necessary arrangements with the Finance House concerned that the vehicle shall not be returnable by the Purchaser.
12. If a vehicle has, in the opinion of the Company or its Engineers, been materially misrepresented, such vehicle may be rejected by the Purchaser at his option within one hour of the end of the auction sale or within three days where the defect complained of is that the chassis of the vehicle is cracked, welded, plated, or rusted. However, the Vendor will nevertheless be liable to pay the appropriate commission to the Company, and the vehicle will be re-offered for sale (the facts supporting the misrepresentation being first declared) if possible on the same day or otherwise on the next suitable auction day. The vehicle will be offered for sale subject to the last reserve price authorized by the Vendor irrespective of the price at which the vehicle is sold without reference to the Vendor.
13. If a vehicle has been sold at a price in excess of the reserve price and the Purchaser, although entitled to rescind the sale within the provisions of Condition 12, elects to confirm the sale subject to any abatement in the purchase price, the Company shall be at liberty (in order to conclude a sale) to make such abatement to the Purchaser as they in their sole discretion may deem reasonable in the circumstances, provided always that such abatement shall not exceed the amount by which the sale price exceeds the reserve price.
14. Each vehicle is sold on the understanding that it will not be used on a road until it has been put into such a condition that both by reason of its construction and use and of the state of its brakes, steering gear, tyres, etc., it may lawfully be used upon a road and further as respects to lighting equipment and reflectors, that it will not be used in contravention of the requirements imposed by law. Your attention is drawn to the Provisions of the Road Traffic Act, Conditions of which are posted in our auction rooms.
15. Any vehicle purchased at auction or entered for sale by auction still remaining on Company premises at the end of seven days from the date of sale or entry, without the Company's consent, a parking fee of £5.00 per day will be payable, such fees to be paid before the vehicle is removed from the Company's premises. If in the opinion of the Company the worth of the vehicle is less than the parking fee due to them, the Company reserves the right to sell the vehicle as part or full payment of those fees.
16. No vehicle may be removed from the Company premises without the consent of the Company.
17. The Purchaser agrees to pay an additional sum for Clear Title, such as it is clearly displayed in the Company's premises. However, the Company cannot be held responsible for any claim against the vehicle which was not apparent at the time of sale.
18. The Company shall not be responsible for damage to or theft from vehicles on the Company's premises, and it is understood that vehicles, their contents, and accessories, are left with the Company at the owner's own risk.
19. Vehicles sold with end of sale trial - The Purchaser has up to 1 hour after completion of the sale to reject the vehicle if it is found not to be as described by the Vendor.
20. Cars sold as seen! When a vehicle is sold without warranty, it means the car is sold as seen; any defects, mechanical or otherwise, are accepted as conditions of purchase. There is no rejection possibility whatsoever after purchase.
21. Leominster Car Auctions do not declare if a vehicle is sold with a "non-transferable registration mark" or "disabled taxation class." Purchasers need to contact DVLA for this information before purchase. We accept no responsibility for the provision or condition of a spare wheel with any vehicle.

**FOR OUR FULL TERMS AND CONDITIONS PLEASE HEAD OVER TO OUR WEBSITE**

<https://www.leominstercarauctions.co.uk/terms-conditions/>