

# ENTRY FORM

www.dingwallauctions.co.uk

## Dingwall Motor Auctions

DINGWALL MOTORS (CROYDON) LIMITED

Members of the Society of Motor Auctions

SIDNEY HOUSE, BEDDINGTON FARM ROAD, CROYDON CR0 4XB

Tel: 020 8684 0138 (4 lines) Fax 020 8684 0130 VAT Reg. No. 218 6857 32

## LOT No.

<b>REGISTRATION No.</b>	MAKE.....MODEL.....C.C.....
1st. REGD. IN U.K.....	Has the vehicle been imported/re-registered? ..... If so, state year of manufacture ..... Colour ..... Is radio fitted? YES / NO
M.O.T. EXPIRES .....	CERTIFICATE No.....TESTING STATION No. ....
LICENCE EXPIRES.....	CHASSIS No. ....ENGINE No. ....SPARE WHEEL? YES / NO
HAS THE VEHICLE EVER BEEN AN INSURANCE TOTAL LOSS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS VEHICLE ON HIRE PURCHASE? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, FINANCE CO. ....	AGREEMENT No. ....
ARE YOU SELLING THE VEHICLE WITH WARRANTY? <input type="checkbox"/> YES <input type="checkbox"/> NO	SPEEDOMETER READING <input type="text"/> CORRECT? <input type="checkbox"/> UNCHECKED? (TO BE TAKEN AS INCORRECT) <input type="checkbox"/>
If YES complete the following:-	

ENGINE	TRANSMISSION
CHASSIS	STEERING
BRAKES	SUSPENSION

REMARKS (Not mechanical)

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**IN YOUR INTEREST PLEASE READ OUR CONDITIONS OF BUSINESS (OVERLEAF)**  
**BUYER: Vehicles sold without warranty cannot be rejected under any circumstances.**  
**SALES COMMISSION CHARGES AS PUBLISHED IN OUR OFFICES AND SALEROOMS**

**NAME & ADDRESS OF LAST REGISTERED KEEPER**

.....

## RESERVE £

**SPACES BELOW FOR OFFICE USE ONLY**

SALE PRICE			
VAT (if applicable)			
BUYERS FEE			
TOTAL			
INITIAL PAYMENT			
BALANCE to PAY			
TOTAL PAID Cash / Cheque			
Sales Receipt No.			

**Do you wish to charge VAT on this vehicle?**  YES  NO.

Are you a VAT registered person or company? .....

If so state your VAT registration number.....

VENDORS NAME (BLOCK LETTERS PLEASE)

.....

ADDRESS.....

.....

TELEPHONE No.....

I/We warrant and represent that the above vehicle is my/our sole property (or that I/We have the owners authority to sell the vehicle) that it is free and unencumbered and that the particulars are correct and I/We agree to abide by the conditions of entry as set out overleaf, and copies of which are exhibited in all offices and sale rooms.

SIGNATURE.....

DATE.....

Purchasers Name and Address

Auctioneer:

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**RECORDED BID £**

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Made by:-  
Tel. No.

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Vendor Contacted by:

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**SOLD FOR £**

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Purchaser:

**SPACES BELOW FOR OFFICE USE ONLY**

H.P.I. Checked  Clear  Not Clear

COMMISSION			
ENTRY FEE			
COLL / DEL.			
OTHER CHARGES			

R.D. Yes/No	T.C. Yes/No	Acceptor & Date	P/A No.
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## CONDITIONS OF ENTRY AND SALE

- (1) These conditions shall apply to all vehicles entered for sale and to all vehicles sold by DINGWALL MOTORS (CROYDON) Ltd., (hereinafter 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. The registration document (and M.O.T. 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 is 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 Agents 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 13 all vehicles must be removed by the Vendor or Purchaser, as the case may be, before 5.00 p.m. 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 to deduct any charges arising therefrom.
- (6) Vehicles sent to the Auctioneers for sale and left on the premises are left at the Vendor's risk up to the time of 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 Auctioneers 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 at 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) Where a vehicle is sold without reserve and/or "As Seen" without warranty it shall be implied that it is 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. (As already indicated by notices displayed in the Salerooms).
- (10) Except where a vehicle is sold under Condition 9 hereof, all major defects not disclosed at the time of sale or any misrepresentation alleged must be notified to the Auctioneer by the Purchaser within the time specified by notices displayed in the Offices and about the Salerooms and the vehicle returned to the Auctioneers within that time. If a vehicle is sold with a major defect not disclosed on the Entry Form or has been rejected because of a misrepresentation and the Auctioneers agree that there has been a misrepresentation, it need not be accepted by the Purchaser and the Vendor will be charged Selling Commission. In severe weather cracked engine blocks and cylinder heads must be notified within 30 minutes of the time of sale.
- (11) On the sale of any vehicle the contract shall be deemed to have been made by 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.
- (12) Where a vehicle is purchased which does not comply with the Road Traffic Acts and the Motor Vehicles (Construction & 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 in the United Kingdom until it has been put into such a condition that it may lawfully be so used.
- (13) Immediately a 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 Auctioneers shall pay a deposit and the balance before the vehicle is removed. If a Purchaser buys more than one vehicle, he must have paid for them all 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 p.m. on the next working day following the sale. If any vehicle is not 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.
- (14) No vehicles may be transferred from a Purchaser to a Sub-Purchaser.
- (15) Buyers Fee Conditions. See notices displayed around the Auction Rooms.
- (16) Vehicles 9 years old or more will be offered for sale WITHOUT RESERVE notwithstanding the insertion of a reserve value in the Reserve Box. On selected vehicles a reserve will be allowed only with the Auctioneers specific agreement.
- (17) Where any lot or lots sold are found to be subject to a Hire Purchase 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. A Charge (plus VAT) will be made to the Vendor in respect of every vehicle which is subject to a Hire Purchase Agreement at the date being entered for sale or which the Auctioneers are notified is the subject of an uncleared registration with Hire Purchase Information Ltd.
- (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 car 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 sale by auction.
  - (d) "Vehicle" used in these conditions shall include all Motor Cars, Motor Vehicles, Motor Cycles, Car Parts and Accessories entered for sale by Public Auction or Private Treaty.
  - (e) "Auctioneer" or "Auctioneers" means Dingwall Motors (Croydon) Ltd.
- (19) The Auctioneers reserve the right to refuse to accept and/or offer a vehicle for sale.
- (20) If a current Licence is displayed on any vehicle when sold, it automatically becomes the property of the Purchaser. Any value placed upon the Licence by the seller must be included in the reserve price. Where it is not intended to sell the Licence, it must be retained by the seller and not left on the vehicle. THE AUCTIONEERS ACCEPT NO RESPONSIBILITY FOR LOST TAX DISCS.
- (21) VAT is based upon the current rate at time of sale.

**These Conditions of Business supersede and cancel all previous conditions. This Auction operates under the code of practice recommended by the Society of Motor Auctions and Registered by the Office of Fair Trading (Copies of which can be obtained on request).**

**DINGWALL MOTORS (CROYDON) LIMITED**