

## Conditions of Sale

- 1) All lots will be offered for sale subject to these conditions of sale for veteran, vintage and classic vehicles, motorcycles and automobilia.
- 2) Charterhouse act as agents for the vendor of each lot and shall not be party to or liable in any manner whatsoever on any contract of sale between the seller and the buyer.
- 3) **The Buyer**
  - a) The highest bidder acknowledged as such by the auctioneer will be the buyer. If any dispute arises, the auctioneer shall have absolute discretion to settle the matter. The auctioneer shall rule the bidding and no bid shall be retracted. The auctioneer reserves the right to refuse any bid. The bidder at the sale who is successful in purchasing any lot or lots is entirely responsible for paying for such lot or lots in accordance with our terms of business. Purchases made on behalf of a third party are entirely the responsibility of the bidder at the sale. The auctioneer reserves the right to bid on behalf of the vendors for any lot and to withdraw, consolidate or divide any lot or lots.
  - b) The buyer of any lot shall be solely responsible for conforming with the requirements of the Road Traffic Acts, the Construction and Use of Motor Vehicle Regulations and all relevant orders, rules and legislation made in connection therewith.
  - c) The buyer of any lot shall be solely responsible for the obtaining of any export license that may be required in connection with any lot purchased. (see below)

### Export Licenses

- i) Buyers are reminded that an export license is required for any vehicle purchased for more than £15,999 and manufactured or produced 50 years prior to the date of export. Certain other items including, inter alia, all manuscripts and documents 50 or more years old and photographic material 60 or more years old and valued at £400 or more require export licenses.
- ii) It should be noted that export licenses usually take a minimum of four weeks to obtain and buyers are reminded that their purchases must be stored away from the auction site, at their cost, pending export.
- iii) Buyers are reminded that it is a serious offence to breach or attempt the regulations concerning export licenses.

- 4) Buyers are reminded that their purchases are held at their risk from the fall of the hammer and Charterhouse will not accept any liability for loss of or damage to any lot.
- 5) **Registration.** To assist the progress of the sale, all prospective buyers present at the auction must register their name and address at reception and collect a numbered bidding card before the sale commences. This card may be used to indicate your bids to the auctioneer during the sale. Two forms of identification need to be supplied to register, one with name, address, signature and preferably photograph, for example a new style driving licence, and one a debit card. For prospective buyers who do not register in person, either because they are leaving absentee bids or are having a telephone bid, and who are interested in a vehicle or motorbike, a £1,000 deposit will need to be paid, or a 20% deposit of the bottom end of the estimate, whichever is greater. This will be refunded if the bid is not successful. If the bid is successful, this sum will be used towards the final bill. If registering for live internet bidding using the-saleroom.com or i-bidder.com please be aware that registration will be delayed or prevented if details are not entered correctly.
- 6) **Buyer's Premium. Motor Vehicles:** A buyer's premium of 11% plus VAT of the hammer price is payable on each vehicle lot with a minimum buyer's premium of £80 plus VAT. **Automobilia:** A buyer's premium of 15% plus VAT of the hammer price is payable on each lot, with a minimum buyer's premium of £10 plus VAT.
- 7) **Value Added Tax.** Lots on which Value Added Tax may be payable by the buyer on the "hammer price" are indicated in the catalogue by a symbol beside the lot number. The buyer shall pay any VAT which may be due on any amounts owed by the buyer under these Terms of Business at the rates prevailing on the day of the auction.
- 8) **Auctioneers Margin Scheme.** The Auctioneers Margin Scheme allows auctioneers to sell items without VAT on the hammer price. Under the margin scheme an amount equivalent to VAT at the current rate is added to the buyer's premium only, and not to the hammer price. This amount cannot be refunded. The VAT element will not be shown separately on the buyer's invoice.
- 9) **Payment.** The purchase price must be paid by the buyer to Charterhouse no later than 12 noon on the next working day following the sale. Our methods of payment are with cash, card or bank transfer. Payment by cheque is not accepted. Cash for amounts over £8,000 will not be accepted. All purchasers must be paid in full before any lot is removed from the premises, no goods will be released to buyers unknown to the auctioneers without adequate reference. Anyone who, for whatever reason, is unable to pay for their goods on the day of the sale, must inform the Accounts department as to the date and method that payment will be made. Accounts not paid within

fourteen days will automatically be subject to an interest charge of 5% above base rate from the day of sale.

- a) Please contact the office for our bank details.

10) **Description.**

- a) All lots are sold and purchased 'as seen'. A vehicle sold 'as seen' is sold and purchased for what it is and with all its faults (if any) and without any condition, warranty or other term (whether expressed or implied and whether implied by statute, common law, custom or otherwise) as to the age, description, mileage, suitability, fitness for purpose, merchantable quality or roadworthiness of the vehicle.
- b) Every effort has been made to ensure the accuracy of the description of each lot, but these, whether made orally or in the catalogue, are expressions of opinion and not representations of fact. Illustrations whether in the catalogue, on the web site, or sent by email are solely for guidance and must not be relied upon in any manner whatsoever. Most lots are of an age and nature which precludes their being in pristine condition. The condition of any lot and the nature of any damage and/or restoration should be confirmed by the buyer by examination prior to the sale. All prospective purchasers must satisfy themselves as to the condition, colour, age and all other matters relating to any lot and no claims will be accepted in respect of any such matter.
- c) Each buyer by making a bid for a lot acknowledges that he has satisfied him or herself fully as to the condition of the lot. If any damage is done to any lot at the viewing or before, during or after the sale, such damage shall be made good by the person committing such damage, principals being responsible for the acts of their servants, such damage to be assessed by the auctioneers.
- d) Whilst every endeavour has been made to ensure that the items lotted in this catalogue will be available and offered for sale in catalogue order, no responsibility can be accepted by the auctioneers for variations and omissions due to circumstances beyond their control. Neither Charterhouse nor the sellers of any lot will accept responsibility for any misrepresentations, mis-descriptions or omissions obtained in this catalogue.

11) **Contract of Sale.**

- a) On the fall of the hammer, a contract of sale is completed between the seller and the buyer. Charterhouse is not a party to the contract of sale and shall not be liable for any breach thereof by the buyer or the seller.
- b) If successful in buying a lot, please ensure that your number can be seen by the auctioneer and that it is your number that is called out. Should there be any doubts as to price or buyer, please draw the auctioneer's attention to it immediately. Please contact the accounts desk with details of how you will pay.

- c) The ownership of the lot(s) purchased will not pass to the buyer until the buyer has paid the auctioneers in full the total amount due and the auctioneers have applied such payment to the lot.
- 12) **Transfer of Risk.** Each lot shall be the purchaser's sole risk from the fall of the hammer and shall be sold with all faults and imperfections, the auctioneer **not** being responsible for the correct description, genuineness or authenticity of any lot and making no warranty whatsoever. The purchaser is deemed to have inspected the lots and satisfied himself as to their condition.
- 13) **Commission Bids.** If instructed, the auctioneers will execute bids and advise prospective purchasers. This service is free. Lots will always be purchased as cheaply as is allowed by such other bids and reserves as are on the auctioneer's books. In the event of identical bids, the earliest will take precedence. There must always be a maximum limit indicated, ie the amount to which you would bid if you were attending the auction yourself. "Buy" or unlimited bids will not be accepted. We do accept commission bids by email, facsimile and telephone, all at the client's risk. We urge our clients to place such commission bids within one hour of the close of the view day.
- 14) **Telephone Bids.** Requests for telephone bidding must be registered with the Accounts department within one hour of the close of the view day. It may not be possible to accept requests on sale days. Written confirmation of such bids from persons unknown to the auctioneers must be received before the commencement of the sale. Whilst every effort will be made to execute telephone bidding, the auctioneers cannot be held responsible for any default or neglect in connection with this service. All such arrangements therefore are made entirely at the prospective buyer's risk.
- 15) **Collection of Goods.** All lots must be collected by 1.30pm on the day following the sale. Goods not collected by this time will automatically be removed and placed into storage. For Cars and motorcycle combinations a removal charge of £70.00 per vehicle will be levied, with £10 per day for storage. For Motorcycles a removal charge of £60 per vehicle will be levied, with £10 per day storage, all charges plus VAT. For auctions at Netley Marsh or other off-site sales varying charges apply and can be obtained from our office. Smaller items can be removed to our offices by arrangement. Lots will only be released to the buyer or their authorised representative upon presentation of release notes issued by Charterhouse and settlement of any removal, handling and storage charges due. Purchasers are reminded that each lot shall be the purchaser's sole risk from the fall of the hammer. Buyers should be aware that whilst lots remain at the auction site there are no facilities for secure storage after the auction.
- 16) **Third Party Liability.** Every person on the auctioneers' premises before, during or after a sale, shall be deemed to be there at their own risk and shall have no claim against the auctioneer or owner of the auction premises in respect of any injury they may sustain or any accident which may occur.