

TRADING TERMS & CONDITIONS

1. These conditions shall apply to all vehicles entered for sale through Arrow Motor Auctions. All purchasers and Sellers agree to be bound by them and are deemed to have full knowledge of them.
2. Any reference to periods of time are essential to note as "time is of the essence of the contract".
3. **INTERPRETATIONS**
- a) "AUCTIONEER(S)" will mean ARROW MOTOR AUCTIONS
- b) "SELLER" will mean the person(s) requesting the Auctioneers to sell the vehicle. The Seller may be the owner, the owner's agent, servant or any other person who has authorised the Auctioneers to sell the vehicle.
- c) "PURCHASER" will mean the person who has bought the vehicle. This may be via the highest bid at the drop of the Auctioneer's hammer or private treaty. If the Purchaser is acting as a Servant or an Agent for a Principal, the Principal shall also be liable as Purchaser.
- d) "VEHICLE(S)" will mean (unless otherwise stated) any item sold or offered for sale by the Auctioneers.
- e) "ENGINEER" shall mean the person appointed by the Auctioneers to inspect and report on any vehicle upon the instructions of the Seller and/or purchaser for which the Auctioneers shall not accept any responsibility. The Engineer may also advise the Auctioneers in times of dispute and/or misrepresentation.
- f) "OUTRIGHT SALE" an outright sale is a sale concluded on the fall of the auctioneer's hammer, which is not a provisional sale.
4. The Auctioneers shall be entitled to a commission on the price at which the vehicle is sold in accordance with their current scale of charges. A list of these charges is available separately upon request
5. The Auctioneers reserve the right to alter any charges and/or terms and conditions without prior notice.
6. The Auctioneers have the right to regulate bidding in such a manner as they see fit. The Auctioneers also expressly reserve the right to bid and the right to withdraw any lot at any stage prior to the fall of the hammer.
7. A seller may expressly reserve the right to bid (personally or through an agent) for his own lot.
8. The Auctioneers shall not be liable for any inaccuracies or misdescriptions that may appear in any literature or catalogues. Intending Purchasers must satisfy themselves by inspection or otherwise as to the condition of the vehicle offered for sale.
9. The Auctioneers shall not be held liable for any discrepancies arising from a Sellers failure to complete the Entry Form accurately.
10. The Auctioneers do not accept any responsibility for the accuracy of any statement of the mileage of any vehicle or the accuracy of any speedometer reading on any vehicle entered for sale.
11. Any odometer reading warranted by the seller is solely their responsibility. Mileage can only be said to be warranted when the Auctioneers announce the fact and it is confirmed on the entry form by the Seller. The Auctioneers shall not be liable should that reading later be proved to be inaccurate.
12. The Auctioneers (to include any person in the employment of the Auctioneers) do not give or imply any representations or warranty. Warranties shall mean any warranties and any representations made entirely on behalf of and on instructions of the Seller.
13. The Auctioneers shall have a lien on any vehicle or vehicles for any monies due either from the Seller or the Purchaser and may retain any vehicle or vehicles at the Auctioneers' premises until all disputes have been concluded.
14. The Auctioneers reserve the right to offer for sale any vehicle not removed from their premises within 14 days, at a reserve price, which in their own absolute discretion is considered fair and reasonable.
15. The Auctioneers may decide to offer a vehicle for sale without its documents, but this must be stated on the Entry Form by the Seller and will be announced by the Auctioneer before the vehicle is offered for sale. Neither the Seller, nor the Auctioneer, shall be under any duty to produce all or any of the documents.
16. The Auctioneers reserve the right to reject any vehicle from sale at any time for whatever reason.
17. The Auctioneers shall not be liable for any loss, injury or damage howsoever caused to any vehicle whilst on their premises, or under their control or being driven by the Auctioneers, their Servants, Agents or any third party.
18. The Auctioneers shall not be liable for any default made by the Purchaser.
19. The Auctioneers' decision is final regarding any business conducted at their premises.
20. A contract of sale shall be made when the Auctioneer's hammer falls or when a sale is concluded via private treaty or tender. The contract of sale of any vehicle shall be deemed to have been made between the Seller and the Purchaser and neither shall include the Auctioneers in any legal proceedings arising therefrom..
21. Vehicles sold "as seen" or "without warranty" shall mean that the vehicle is sold with all of its faults, errors and omissions (if any) and the Auctioneers will not entertain any complaints made by the Purchaser or the Purchaser's agent for whatever reason.
22. All vehicles sold for £500 or less and/or are in excess of 5 years of age are sold as seen without warranty and cannot be rejected for any reason. The auctioneers reserve the right to refuse for sale any vehicle over 12 years old that is subject to a reserve.
23. Where a vehicle is offered for sale with a current Tax Disc, this will become the property of the Purchaser.
24. Any reference to age or year of a vehicle shall be deemed to refer to the year the vehicle was first registered in the United Kingdom.
25. All vehicles are at the risk of the Seller until sold and paid for in full by the Purchaser and thereafter at the risk of the Purchaser.
26. Vehicles offered for sale that do not attain the reserve price set by the Seller are sold on a provisional basis only and are subject to the Seller's acceptance of the provisional bid.
27. The Seller must complete and sign one entry form per vehicle and give it to the Auctioneers. Entry forms without a reserve will result in the Auctioneers offering the vehicle in question without reserve.
28. The Seller, in completing an entry form, gives the Auctioneers the right to negotiate the sale of that vehicle via any method, to include private treaty and tender.
29. The Seller must hand the Registration Document, Test Certificate (where applicable) and the keys to the Auctioneers or their representative. Payment for the vehicle will be withheld until they are produced.
30. The Sellers must pay to the Auctioneers an entry fee for each vehicle prior to the vehicle being offered for sale and will be responsible for payment of any out of pocket expenses, reasonably incurred by the Auctioneers, in offering the vehicle for sale.
31. Commission will be payable by the Seller at the time of sale and if any vehicle entered for sale is sold by the owner or his agent to any person attending the sale, that sale shall be deemed to be effected by the Auctioneers as agents for the owner and full commission will be payable.
32. The Seller must ensure that the vehicle to be sold has a set of number plates, chassis number/frame number plate and a chassis number, etc.
33. The Seller must make the Auctioneers aware of any outstanding finance, of whatever nature, and/or any dispute of legal title over the vehicle to be sold. If the Seller does not declare this information on the entry form, the Auctioneers will sell the vehicle as unencumbered.
34. If a vehicle is sold and is later found to be subject to outstanding finance, the Auctioneers may elect to discharge the debt with the finance company and deduct that sum from the Seller's settlement cheque, along with the Auctioneer's total commission and expenses. However, the Auctioneers reserve the right to act on behalf of the finance company, if so required, in such circumstances.
35. The Auctioneers may refuse to accept for sale any vehicle that is declared on the entry form by the Seller as being the subject of an insurance total loss claim. This will include vehicles which have been subject to major crash repairs and those which are registered with the Police, HPI or any other such register for serious accident damage.
36. The Seller shall indemnify the Auctioneers against all losses, howsoever arising as a result of the Seller's misdescriptions and/or misrepresentations.
37. If a Seller enters a vehicle for auction and exercises his right to bid resulting in a sale, he will be deemed, in every respect to be a buyer, for the purposes of these Terms & Conditions.
38. If a Seller enters a vehicle for auction and then subsequently withdraws that vehicle, the Seller shall pay the Auctioneers the minimum commission rate in force at the time.
39. If the Seller chooses to withdraw a vehicle from sale, they will be required to collect it within 24 hours of informing the Auctioneers of that withdrawal. After this period, the Seller will incur a storage charge at the prevailing rate, which must be paid as cleared funds, before the vehicle is released.
40. The Auctioneers shall not be required to forward the net proceeds of sale to the Seller until they have received cleared funds from the Purchaser and all disputes (if any) have been resolved.
41. Upon the fall of the Auctioneer's hammer, the Purchaser will give his name and address to the Auctioneer, or his assistant on the rostrum, together with the required cash deposit. This procedure must also be adhered to in the event of a provisional sale. (In either case, account holders display their card and account number only). All deposits on outright sales are non-refundable.
42. Transfers or arrangements between the Purchaser and any other person will not be recognised by the Auctioneers.
43. Payment of the balance of the sale price of all vehicles purchased must be made to the Auctioneers, as cleared funds, by close of business on the next working day after the sale, before any of those vehicles can be removed from the Auctioneers' premises. Cheques will only be accepted if a prior arrangement has been agreed with the Auctioneers. Title of the vehicle shall not pass to the Purchaser until such time as the Purchaser's cheque(s) has cleared through the banking system.
44. The Auctioneers reserve the right to prevent any vehicles being removed from their premises that have been paid for by cheque through prior arrangement if they feel that payment may not be guaranteed.
45. If a Purchaser's cheque is dishonoured, the Auctioneers reserve the right to recover the vehicle in question from the Purchaser, or from anyone in whose possession it now is, and will be entitled to recover any costs incurred from the Purchaser.
46. Any vehicle not paid for and collected as stipulated, will result in the Purchaser forfeiting their deposit and the vehicle being re-offered in a later sale by the Auctioneers. Any charges or loss incurred on any resale will be payable by the original Purchaser.
47. Any vehicles paid for in full but remaining on the Auctioneers' premises for more than two days from the date of the sale, shall incur a storage charge at the prevailing rate. This must be paid by the Purchaser, as cleared funds, before the vehicle is released.
48. If any end of sale trial is given by the Seller, the Purchaser, after paying the required deposit, may exercise this option, but the vehicle may only be driven within the confines of the Auctioneers' premises, whilst accompanied by a member of their staff. Any complaints arising from such a trial must be directed to the Auctioneers, in writing, within one hour of the end of the sale in which the vehicle was sold. Complaints received after this time will not be entertained under any circumstances. Complaints will only be accepted in respect of major mechanical defects, that is: engine, gearbox, steering, brakes and clutch. Complaints will be referred to the Engineer, whose decision will be final.
49. It is the duty of the Purchaser to ensure that the vehicle is roadworthy and complies with the Road Traffic Acts and Motor Vehicles (Construction and Use) Regulations or any subsequent amendments thereto and that it is fit for the purpose intended, before using or allowing the vehicle to be used on the public roads or highways.
50. Every Purchaser shall pay to the Auctioneers an Indemnity Fee, in accordance with the rate per vehicle as specified in the current tariff. Subject to the payment of the fee, the Auctioneers will indemnify the Purchaser for a period of six months from the date of the invoice, against any loss they may suffer through any defect in the title of the vendor as absolute owner. Any discrepancies of the title must be reported in writing to the Auctioneers within six months of the date of the sale. Failure to do so will invalidate the indemnity. The total amount payable to the Purchaser shall not exceed the price of the sale vehicle.
51. The Purchaser shall check the vehicle chassis number or frame number against that on the registration document. Any discrepancy(s) must be reported in writing to the Auctioneers within 24 hours of the sale. Failure to do this will invalidate the Indemnity.
52. In all cases the Indemnity Fee must be paid to the Auctioneers prior to the vehicle being removed from the Auctioneers' premises. Otherwise, no claim will be accepted. If, for any reason, the Indemnity Fee is not paid by the Purchase, the Auctioneers will have the power to rescind the sale.

THESE TERMS AND CONDITIONS ARE EFFECTIVE FROM 1st JUNE 2003 AND SUPERSEDE ALL PREVIOUS TERMS AND CONDITIONS