



Conditions of Sale

Relating to the Sale by Auction of Veteran, Vintage, Classic Motor Vehicles, Automobilia and Memorabilia

1. CONDITIONS OF SALE

All lots will be offered for sale subject to these conditions of sale for Veteran, Vintage and Classic Vehicles, Automobilia and Memorabilia.

2. Dorset Vintage & Classic Auctions Ltd (DVCA) act as agents for the seller 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. BIDDING

- 1) The highest bidder for each lot shall be the buyer thereof and their bid shall be the final bid price subject to any reserve price imposed by the seller and subject to the following conditions.
- 2) DVCA may without giving any reason, therefore refuse to accept the bidding of any person or persons.
- 3) In the event of any dispute arising as to the bid or bidding, the lot in respect of which the dispute arises shall immediately put up for sale again at the last undisputed bidding, or, at DVCA's discretion, the dispute may be determined by DVCA and in that case their determination shall be final and binding.
- 4) No person may advance less as a bid than the sum named from time to time by the auctioneer.

4. SELLERS

- 1) Sellers may place a reserve on any lot entered by them (subject to a minimum of £500 for vehicles except motorcycles. In the case of automobilia and memorabilia, the minimum will be £100). DVCA shall have the right to bid on behalf of the seller where such a reserve has been placed.
- 2) DVCA shall have the right to withdraw any lot, or to combine any 2 or more lots, at their absolute discretion.
- 3) In the event that a seller withdraws a lot after it has been accepted for sale but before it is offered for sale, the seller must give notice in writing. DVCA shall be entitled to a cancellation fee of 15% of the reserve price or, where no reserve has been placed on the lot, 15% of the agreed valuation. In addition to the cancellation fee, DVCA reserves the right to charge for expenses, such as storage, transportation, photographs, inspection costs and any other expenses incurred.
- 4) In the event that the bidding on any lot fails to reach the reserve set by the seller, DVCA shall have the right a) to retain the lot for 10 days, b) to sell the lot at any time during the said 10 days, subject to any reserve imposed by the seller, c) to charge a commission in accordance with condition 4.(5) hereof each and every time a lot is sold within the said 10 days, whether sold by the seller or using the services of DVCA or otherwise.
- 5) DVCA shall have the right to charge a commission of 5% of the final bid price on all lots sold, subject to a minimum charge of £100 (+ VAT), or in the case of motorcycles, £50 (+ VAT). DVCA shall also have the right to charge an entry fee of £100 (+VAT), or £50 (+VAT) for motorcycles. In the case of automobilia and memorabilia the commission will be 10% of the final bid price and the entry fee will be £5. In the case of registration numbers, the commission will be 10% of the final bid price; the entry fee will be £25.
- 6) Value Added Tax will be added to all charges made by DVCA in accordance with legislation current at the time of sale.
- 7) Lots offered at NO RESERVE shall be sold to the highest bidder at the time of sale.
- 8) Insurance - Sellers are reminded that all lots are held at the sole risk of the seller until the fall of the hammer and DVCA will not accept any liability for loss or damage to any lot.
- 9) DVCA reserve the right to photograph, or have photographed, any vehicle entered for sale. These photographs, and any supplied by the vendor, will be for illustrative purposes only. They will become the property of DVCA and all copyright for said photographs will be vested in DVCA who may wish to use the photographs at their discretion, at any time, without payment to the owner of the vehicle.
- 10) DVCA shall pay the Sale Proceeds to the seller not later than 28 days after the date of the sale providing that the purchase price has been received in full by DVCA. Unless an alternative method of payment has been agreed with the seller, payment shall be made by sending to the seller a cheque drawn on DVCA's bank account by first class post at the seller's risk.
- 11) Unsold automobilia and memorabilia lots must be collected within 10 days of the auction sale in which they were entered, unless otherwise agreed with DVCA. DVCA reserves the right to dispose of unsold lots should they remain uncollected.

5. DESCRIPTION

- 1) All lots (including odometer readings thereon) 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 by statute, common law, custom or otherwise) as to the age, description, mileage, suitability, fitness for purpose, merchantable quality or roadworthiness of the vehicle.
- 2) 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 in the catalogue are solely for guidance and must not be relied upon in any manner whatsoever. Many lots are of an age and nature that precludes their being in pristine condition and some catalogue descriptions make reference to damage and/or restoration. Such information is given for guidance only and the condition of any lot 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.
- 3) Whilst every endeavour has been made to ensure that the items lotted in the catalogue will be available and offered for sale in catalogue order, no responsibility can be accepted by DVCA for variations and omissions due to circumstances beyond their control. Neither DVCA nor the sellers of any lot will accept responsibility for any misrepresentations, misdescriptions or omissions contained in the catalogue.
- 4) Where a vehicle is sold with the benefit of a Veteran Car Club (VCC) dating plate, or dating certificate, intending purchasers should be aware that these can, in some instances, be changed by the VCC, and therefore purchasers should make their own enquiries as to the age of the car and no claims will be accepted in the event that the VCC dating plate or certificate shows a different date to that which should apply to the vehicle.

6. CONTRACT OF SALE

- 1) On the fall of the hammer, a contract of sale is completed between the seller and the buyer. DVCA is not a party to the contract of sale and shall not be liable for any breach thereof by the buyer or the seller.
- 2) On the fall of the hammer, the highest bidder shall forthwith give their buyer's number to the auctioneer and shall provide details of the arrangements for payment that he intends to implement.
- 3) Title to the lot shall pass to the buyer only when the full purchase price, together with Value Added Tax if applicable, has been paid to DVCA.
- 4) Prior to the fall of the hammer, the lot shall be at the sole risk of the seller and neither DVCA nor the owner of the auction premises (if different) shall be in any way liable for the lot.
- 5) Vehicle Registration Numbers.
 - a) If the seller wishes to sell the vehicle but retain the right to the registration number of the vehicle, it is the seller's responsibility to notify DVCA in writing either on the Auction Entry Form or sooner.
 - b) It shall be the seller's responsibility to take all necessary steps to ensure that the current vehicle registration number is reserved and that a new number is allocated to the vehicle prior to the vehicle being sold at the auction and if he does not do so, DVCA shall not be responsible for any loss or damage whatsoever arising out of the sale of the vehicle.

7. PAYMENT

- 1) The purchase price ("purchase price") payable by the buyer shall be the sum of the following:
 - a) The final bid price, and
 - b) European Union Import Duty, and
 - c) Value Added Tax, if applicable, on the sums described in clauses 7.(1.a) and 7.(1.b) above, and
 - d) A premium of 10% (+VAT) shall be charged on the final bid price, subject to a minimum of £100 (+VAT) or in the case of motorcycles £50 (+VAT). In the case of automobilia and memorabilia, a premium of 15% (+VAT) shall be charged on the final bid price, subject to a minimum of £1 (+VAT).
- 2) The purchase price must be paid by the buyer to DVCA not later than 12 noon on the first working day following the sale.
- 3) No lot may be removed from the auction site until it has been paid for in full and cleared funds are received.
- 4) All lots must be removed from the auction site by midday of the day following the sale.
 - a) Uncollected lots remaining on site after this time will become liable to storage charges of £10 (+VAT) per day or part thereof.
 - b) Removal and transport charges will apply.
- 5) Full payment for all lots must be made to Dorset Vintage & Classic Auctions Ltd. DVCA reserves the right to accept payment by BACS, telegraphic transfers and debit cards. DVCA will not accept payment by credit cards. Commercial debit cards will be subject to a 3% surcharge. Absentee bidders should make prior arrangements with DVCA for payment of their purchases.
DVCA VAT Registration Number: 871 5659 90
DVCA Bank account Details
Account Name: Dorset Vintage and Classic Auctions Ltd
Account No: 21150478 Sort Code: 56-00-05
Bank Address: Nat West Bank
Bristol City Office, P.O. Box No 238, 32 Corn Street, Bristol BS99 7UG
IBAN NUMBER: GB62 NWBK 5600 0521 1504 78
BIC NUMBER: NWBK GB 2L
- 6) In the event of failure by the buyer to remove or pay for their purchase, DVCA shall have the right, at their absolute discretion and without prejudice to any other rights and remedies they may have to:
 - a) resell the lot by auction, private sale or any other means that they see fit or
 - b) remove and store the lot at the buyer's expense and buyer's risk and to release the same to the buyer only when the full purchase price and interest at 3% per annum above the Nat West bank base rate in effect on the date of sale and the storage costs have been paid.
- 7) Where the buyer fails to remove or pay for their purchases and DVCA exercise their right to resell the lot, the sale price achieved on such resale shall be used first to meet all costs incurred by DVCA in respect of the lot, second to pay DVCA commission with the balance, if any, being paid to the seller.

8. BUYERS

- 1) The buyer of any lot shall solely be 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 herewith.
- 2) The buyer of any lot shall be solely responsible for the obtaining of any export licence that may be required in connection with the lot purchased.
- 3) Buyers are required to register and obtain a bidding number (Buyer's number).
- 4) Buyers are reminded that their purchases are held at their risk from the fall of the hammer and DVCA will not accept liability for loss or damage to any lot.
- 5) DVCA will accept instructions on behalf of intending buyers and will always buy lots as cheaply as is allowed by other bidders and subject to any reserve price set by the sellers.
- 6) Prospective buyers wishing either to make arrangements for a telephone bid or to instruct DVCA to bid on their behalf, must do so by 9am on the day of the sale by means of a Bidding Instruction Form available from DVCA (or in catalogue and/or from website).
- 7)
 - a). Telephone bids are subject to a minimum value of £1000 for vehicles and £300 for automobilia or memorabilia.
 - b). Telephone bids are subject to a £25 surcharge payable in advance.
 - c). Online bids are subject to a deposit of £1000. This will be refunded after the auction sale if the bidder is unsuccessful. If the bidder is successful, the £1000 will be used as part payment of the purchase.
- 8) In making a bid for any lot, whether in person, online, a commission bid or by telephone, purchasers are deemed to have read and understood, and must abide by all of the Conditions of Sale.

9. GENERAL

- 1) DVCA, the sellers and the owners of the auction premises (if different) shall be under no liability for any injury sustained to any person attending the auction. Neither will they be responsible for any loss or damage to any lots howsoever caused.
- 2) These conditions of sale, the sellers and the owner of the auction premises shall be governed by English Law and all buyers submit to the non-exclusive jurisdiction of the English Courts.

10. DAMAGE

Any viewer who damages a lot will be held liable for all damage caused and shall reimburse DVCA or its agents for all costs and expenses relating to rectification of such damage.

VEHICLE ENTRY FORM



Lot Number

VEHICLE DETAILS						
VEHICLE MAKE	MODEL	REGISTRATION NUMBER				
CHASSIS NUMBER	YEAR OF MANUFACTURE	RECORDED MILEAGE <small>Please see seller's declaration</small>				
ENGINE NUMBER	EXTERIOR COLOUR(S)	TRIM COLOUR(S)				
COMMISSION NUMBER	TRANSMISSION NUMBER OF GEARS TYPE (Please delete as appropriate)	BODY TYPE NUMBER OF SEATS NUMBER OF DOORS				
ENGINE SIZE	MANUAL OVERDRIVE AUTOMATIC PRE-SELECTOR	COACHBUILDER				
ENGINE TYPE & NUMBER OF CYLINDERS	STEERING POSITION IS THIS THE ORIGINAL CONFIGURATION?	RIGHT-HAND DRIVE / LEFT-HAND DRIVE YES NO				
HAS THE VEHICLE EVER BEEN: A) RESTORED: YES NO B) REBODIED: YES NO Please give full details on attached Vehicle Condition Report						
VEHICLE DOCUMENTATION		SELLER'S DECLARATION				
N.B ALL DOCUMENTATION RELATING TO THE VEHICLE WILL BE REQUIRED PRIOR TO THE SALE.		<p>Please Read This Section Carefully And Complete</p> <p>1) I / we hereby authorise Dorset Vintage and Classic Auctions Ltd to offer this vehicle for sale by auction and agree to be bound by the conditions of sale and in particular conditions 4(3) referring to withdrawal and 4(4&5) referring to commissions.</p> <p>2) I / we certify that the vehicle is my / our property and free from any lien, hire purchase, leasing or conditional sales agreement.</p> <p>3) Vehicles offered at NO RESERVE will be sold to the highest bidder and subject to all standard charges.</p> <p>4) I / we certify that I / we are VAT registered, our VAT Reg. No. being _____</p> <p>5) I / we confirm that the above information is entirely accurate.</p> <p>6) I / we would like the vehicle to be considered for auction at the sale. Please insert date _____ Please note that submission of this entry form does not guarantee acceptance for sale.</p>				
REGISTRATION DOCUMENT(S) CURRENT V5C YES / NO OLD V5 YES / NO OLD RF/VE60 YES / NO OTHER (OVERSEAS) DOCUMENT YES / NO <small>(N.B. Registration documents - not copies - must be submitted)</small>						
CURRENT MOT (Please give expiry date) CERTIFICATE						
FULL SERVICE YES HISTORY NO						
CUSTOMS & EXCISE YES TYPE CERTIFICATE NO						
Please list other relevant documents in the Vehicle Condition Report						
RESERVE PRICE £	Amendments to reserve £ Signed	<table border="1"> <tr> <td>Seller's signature</td> <td>Printed</td> </tr> <tr> <td>Date</td> <td>Entry Fee Enclosed £</td> </tr> </table>	Seller's signature	Printed	Date	Entry Fee Enclosed £
Seller's signature	Printed					
Date	Entry Fee Enclosed £					
		<p>SELLER'S NAME & ADDRESS <u>(CHEQUES MADE PAYABLE TO)</u></p> <p>Home: Mobile / Sale day: Daytime: Email Address:</p>				

Dorset Vintage & Classic Auctions Ltd., Station Road, Stalbridge, Dorset. DT10 2RH

T: 01963 363353 • F: 01963 363626 • E: info@dvca.co.uk • W: www.dvca.co.uk

Reg. in England No: 5576177 • Reg. Office: Station Road, Stalbridge, Dorset DT10 2RH • Director: B.R. Chant M.I.M.I. • Secretary L.J. Chant

VEHICLE CONDITION REPORT

MAKE	MODEL	REGISTRATION NUMBER (If not registered please state chassis No)
PLEASE GIVE A FAIR AND ACCURATE DESCRIPTION OF THE CONDITION AND APPEARANCE OF THE VEHICLE: CONDITION REPORTS MUST BE ACCOMPANIED BY CLEAR PHOTOGRAPH(S) OF THE VEHICLE		
BODYWORK & EXTERIOR: PLEASE DESCRIBE THE STRUCTURE AND APPEARANCE OF THE VEHICLE		
BODYWORK CONDITION & PANEL FIT	FLOOR & BOOT	CHASSIS & UNDERSIDE
BODYWORK FRAMING (Where applicable)	HAS THE BODYWORK EVER BEEN REPAINTED? - If so please state when and the extent of the work.	
IS THE BODY ORIGINAL TO THE VEHICLE? - If no please give details	DESCRIBE THE CONDITION AND QUALITY OF THE PAINTWORK	
ARE ANY OF THE BUMPERS OR BRIGHT-WORK DAMAGED OR IN NEED OF RE-PLATING? - If so please give details	DOES THE VEHICLE HAVE ANY NON STANDARD ACCESSORIES? (e.g. lamps, sun roof, mirrors, audio fittings etc.) - If so please give details	
INTERIOR TRIM & FURNISHINGS: PLEASE DESCRIBE THE CONDITION & APPEARANCE OF THE FOLLOWING		
UPHOLSTERY - Colour(s) & type of material	HAS THE VEHICLE BEEN RE-UPHOLSTERED? If so, was this work - a) to the original pattern b) in the correct material(s) c) in the original colour(s)	
UPHOLSTERY - Condition, please detail any damage or wear	FLOOR COVERING - Give details of the condition, colour(s) and originality	HEADLINING - Give details of the condition, colour, material & originality
DASH & DOOR-CAPPING etc - Please give details of the facia material(s), colour(s), condition & originality	INSTRUMENTATION & FITTINGS - are all the vehicle's instruments & interior furnishings (e.g. door handles, winders, switches etc.) original, of the correct type and in working order, please give details of any additional, missing or non-working items	
WEATHER EQUIPMENT: WHERE APPLICABLE PLEASE DESCRIBE THE CONDITION OF THE FOLLOWING		
HOOD Colour Material Original / Replacement Hood Frame - Original / Replacement	HOOD CONDITION - including rear screen etc., detail any damage or wear	
DESCRIBE THE CONDITION OF THE TONNEAU COVER, HARDTOP, SIDE SCREENS, HOOD BAG, STOWAGE BAGS, REAR AUSTER SCREEN ETC WHERE APPLICABLE		

GENERAL ITEMS: PLEASE INDICATE THE CONDITION OF THE FOLLOWING ITEMS WHERE APPLICABLE		
WINDSCREEN & GLASS	WINDOW & DOOR SEALS ETC	HEATING & VENTILATION
WHEELS & TYRES - Indicate type of wheels fitted and if of original type		
MECHANICAL EQUIPMENT: PLEASE INDICATE CONDITION OF THE FOLLOWING ITEMS WITH DETAILS OF ANY REPLACEMENTS, OVERHAULS OR EXPENDITURE		
ENGINE & ANCILLARY EQUIPMENT	GEARBOX (& Overdrive if fitted)	REAR AXLE / DRIVESHAFTS
STEERING	BRAKES (including handbrake)	RADIATOR & COOLING SYSTEM
EXHAUST SYSTEM	ELECTRICAL EQUIPMENT	OTHER ITEMS
STAINLESS YES NO		KEYS (QTY)
OWNERSHIP DETAILS & VEHICLE HISTORY	LENGTH CURRENT / LAST OWNERSHIP	REASON FOR SALE
<p>Please give the details of the vehicle's current or last owner if you are not the current registered keeper, or you are acting as an agent for the owner, or trustee or executor etc.</p> <p>NAME _____</p> <p>CURRENT / LAST ADDRESS _____</p> <p>_____</p>		
<p>Use the space below to indicate any notable history and / or restoration work carried out - if the mileage is to be stated as genuine supporting evidence such as continuous MOTs and / or service history maintenance records must be supplied. If the vehicle has a competition history, or is connected to any significant personalities, include photographs or news cuttings. Any documentation referred to must be supplied prior to the sale in order that the history etc can be substantiated. Please attach additional sheet(s) required.</p>		
DECLARATION	IMPORTANT REMINDER - HAVE YOU ENCLOSED YOUR ENTRY FEE AND PHOTOGRAPHS?	
I have inspected the vehicle detailed in this report and confirm that this is a true and accurate account of its condition at the time of inspection.		
NAME	SIGNATURE	DATE



AUTOMOBILIA / MEMORABILIA RECEIPT & INSTRUCTION FORM

Vendor's Name _____

Vendor's Address _____

Post Code _____ Tel No. _____

Mobile No. _____

Cheques & Correspondence to be sent to (*if different to above*)

Auctioneer's Margin Scheme

P I am a private individual or non-VAT registered business

M I am a VAT registered individual or business operating the Dealer Margin Scheme. I certify that Input Tax deduction has not been and will not be claimed in respect of goods sold under the margin scheme.

V I am a VAT registered individual or business.

VAT No: _____

Charges (all charges are subject to VAT).
Commission is 10% of hammer price
The entry fee will be £5 per lot. Minimum reserve will be £100.

SALE DATE	ITEM No	DESCRIPTION OF ITEMS	RESERVE

CONDITIONS OF SALE ATTACHED

I certify that the articles listed above are my own property. I confirm that I am able to pass a marketable title to the goods free from any lien or encumbrance. I agree to abide by the terms detailed attached. I confirm that the goods entered for sale under the margin scheme are eligible goods sold without input tax deduction or will otherwise be subject to VAT at the current rate.

Signed: (Owner, Agent, Executor, Trustee)	Received by DVCA:	Date of Receipt:
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