

Vendor Terms and Conditions of Business

Applies to All Auction Formats

1. Definitions

- **Auction:** Any auction undertaken by Charlie Foyle Auctioneers Ltd. Can also be referred to as a Sale.
- **Auction Contract:** Any contract between the Vendor and the Auctioneer (including an Auction Contract) in accordance with and incorporating these Terms and Conditions.
- **Auction Format:** Includes live on-site, online timed, online live-streamed, hybrid, and private treaty sales.
- **Auction Site:** Any location where the Auctioneer is conducting an auction.
- **Auctioneer:** Charlie Foyle Auctioneers, acting as agent for the Vendor.
- **Bidder:** Any person who has registered with the Auctioneer to bid in an Auction.
- **Buyer:** The highest bidder and purchaser of a Lot in an Auction or purchaser in a private treaty sale.
- **Buyer's Premium:** Fee payable by the Buyer in addition to the Hammer Price.
- **Choice:** When announced by the Auctioneer, more than one Lot is offered as a Choice. The buyer can choose which Lot or Lots to purchase within the Choice Lots, each at the hammer price. In certain cases the Auctioneer will announce the Choice has to be taken in Lot order.
- **Commission:** Fee payable by the Vendor on the sale of a Lot.
- **Commission Bid:** A highest bid left by a Bidder either online, by telephone, email or in person prior to the relevant Lot being offered.
- **Encumbrance:** Any mortgage, charge (fixed or floating), financial agreement, contract for hire purchase (or similar), pledge, lien, guarantee, trust, right of set off or any other third party interest (legal or equitable) including any assignment by way of security, reservation of title, unpaid import duty or other tax or other security interest of any kind howsoever create or arising or any other agreement or arrangement having similar effect.
- **Entry Form:** The information a Vendor provides for the Lots to participate in an Auction, including details submitted via the Auctioneers website or by electronic means or physical media. From time to time, the Entry Form may be completed by the Auctioneer on the Vendors behalf.
- **Equipment:** Any Auction item whatsoever that is not covered by the definition of Vehicle in these Terms and Conditions.
- **Hammer Price:** Final bid accepted by the Auctioneer.
- **Lot:** Any item offered for sale, including Vehicles and Equipment.
- **Provisional Bid:** This is the highest price bid but is below the reserve price.
- **Vendor:** The person or entity offering goods for sale.
- **Vehicle:** Any motorised Vehicle, plus road going trailers.
- **Working Day:** Monday to Friday, excluding public holidays.

2. General Conditions

1. These Terms apply to all auction formats.
2. The Auctioneer reserves the right to refuse entry, registration, or bidding.
3. All Lots are sold "as seen" unless otherwise stated.
4. All hours or mileages are not warranted.

5. All persons attending the Auction Site do so at their own risk and must take necessary precautions to ensure their safety. No person shall have any claim against the Auctioneers, their Agents, Employees, or Principals for any injuries sustained, nor for damages to or loss of property which may occur from any cause whatsoever.
6. Minors under the age of 18 are permitted only under close supervision of an accompanying adult and must not access Vehicle and or Equipment compounds or areas with moving Vehicles and or Equipment and must not get on or into any Vehicles or Equipment.
7. All Bidders warrant to the Auctioneer that they are fully aware of all anti-bribery, anti-corruption and anti-money laundering laws, and that the Auctioneer has full discretion to seize any items he suspects may have breached these. The bidder also warrants to the Auctioneer that they are familiar with the requirements of 'Dual Use Goods' legislation.
8. The Auctioneer is not responsible for any registration documents for any Lots offered for sale.
9. Buyers are responsible for checking the roadworthiness of any offered Lot.
10. Illustrations, photographs and descriptions in catalogues, brochures or online are for general identification only. Buyers should satisfy themselves prior to the Auction as to the condition and details of each Lot.
11. Provisional bids for which a sale price has been mutually agreed by both the Vendor and the Buyer shall be treated as a standard sale under these Terms and Conditions. Until such agreement is reached, either party may withdraw their offer without incurring any penalties.
12. The Auctioneer is not liable for any indirect, direct, special or consequential loss or damage, howsoever arising to sold lots or Bidders own Vehicles and or Equipment.
13. The Buyer of any Vehicle and or Equipment is responsible for complying with all legal requirements as to the construction and use of that Vehicle and or Equipment. Additionally, for obtaining all certificates, permits and other authorisations necessary before that Vehicle can be used on any public highway.
14. All participants in the Auction, including Vendors, Bidders, and Buyers, are deemed to be acting as Traders within the meaning of the Consumer Rights Act 2015. Auctions are not open to Consumers.
15. These Terms and Conditions may not be assigned or transferred by the Buyer or Vendor without prior written consent from the Auctioneer. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions.
16. Any notices under these Terms and Conditions must be delivered in writing by post, hand delivery, or email. Notices sent by post shall be deemed received two business days after posting. Notices delivered by hand shall be deemed received at the time of delivery. Notices sent by email shall be deemed received on the next business day after transmission, provided the date and time of transmission can be evidenced.

3. Vendor Terms

3.1 Entry and Representation

1. Vendors must complete an entry form or Auction Contract that includes their name, address and proof of identity or other information which may be required, including for the purposes of the Money Laundering Regulations 2007
2. Vendors warrant legal title and the right to sell. The Auctioneer shall be under no obligation to investigate and/or ascertain the Vendor's title to the Goods and shall have no liability for the Vendor's failure to provide clear title to the Goods.
3. Vendors must provide accurate full descriptions of Lots that will also include;
 - A. Year.
 - B. In the case of Vehicles and trailers, declare if any Lots are imported, together with year of manufacture and documents.

- C. Year of manufacture for imported Vehicles and supply NOVA (Notification of Vehicle Arrival) documents.
 - D. Registration Number, Serial Number, Ministry & Chassis number (as applicable) that are correct and correspond to any relevant paperwork.
 - E. Odometer, Clock Hours (as applicable). All odometer and clock readings will be regarded as not warranted; however, the Vendor must state if readings are known to be incorrect.
 - F. Declare if any Lot has been a Total Loss.
 - G. The Vendor shall not knowingly or recklessly make any representations, whether written or oral, regarding the condition or functionality of the Lots.
 - H. Inform the Auctioneer if any Lot has a known fault.
- 4. Vehicles must be accompanied by V5 and MOT documents where applicable.
 - 5. Encumbrances (e.g., finance agreements) must be disclosed by the vendor. The vendor, either as a business or, in the event the Vendor business no longer exists, the signee personally, will indemnify the Auctioneer for any Vehicle and Equipment sold that is later found to have an encumbrance.
 - 6. If any Goods are subject to an existing Encumbrance the Vendor undertakes to provide the Auctioneer with full details of the Encumbrance including but not limited to details in relation to finance, full contact details of any third parties and settlement figures in relation to any sums outstanding.
 - 7. The Auctioneer shall use all reasonable endeavours to settle any sums outstanding in relation to any Encumbrance that it is aware of at the date of the Auction under these Terms and Conditions, using the Hammer Price, less any fees due to the Auctioneer, on behalf of the Vendor. The Vendor gives The Auctioneer full authority to do so under these Terms and Conditions.
 - 8. The Vendor shall not create or agree to create any Encumbrance over any Goods between the date of completion of the Entry Details and the date that title and ownership passes to the Buyer pursuant to clause 4.5.2
 - 9. In the event the Auctioneer notifies the Vendor of a Provisional Bid, the Vendor shall not seek to remove the Lot that is subject to the Provisional Bid from the Auction and or conclude or attempt to conclude a private sale with the prospective Buyer.
 - 10. The Auctioneer shall not be liable in any way for any warranties, representations and undertakings or guarantees given by the Vendor to the Auctioneer, the Buyer or any Potential Buyer of any Lots and Liability for any such warranties, representations, undertaking and guarantees shall remain absolutely with the Vendor.
 - 11. The Vendor shall comply with all applicable laws, statutes, regulations and codes.
 - 12. The Vendor shall keep all Lots insured against all normal risks until payment has been received by the Auctioneer.

3.2 Commission and Fees

- 1. Commission is charged as a percentage of the Hammer Price or a fixed price.
- 2. Entry and handling fees may apply and are subject to VAT at 20%.
- 3. Commission is deducted before payment to the Vendor and is subject to VAT at 20%.
- 4. The Auctioneer reserves the right to deduct from the Hammer Price any transport, storage, costs in relation to obtaining duplicate documentation or other costs and/or charges incurred in performing its obligations under these Terms and Conditions or any other agreement.

3.3 Withdrawals and Private Sales

- 1. Withdrawal after entry may incur a fee.
- 2. Private sales to auction attendees or online bidders are subject to Commission and Buyers Premium.
- 3. Vendors must not sell or advertise Lots elsewhere during the advertising period before an Auction or for 30 days post Auction.

3.4 Payment to Vendor

1. Payment is made within 21 days of the auction, subject to cleared funds received from the Buyer and relevant documentation received from the Vendor.
2. The Auctioneer may withhold payment if title or documentation is in question.
3. The Auctioneer shall not be liable for a Buyer's failure to pay, in part or full, for Lots bought in an Auction.

(Section 4 relates to Vendor Terms and removed from this Buyers Version. Full Buyer and Vendor Terms and Conditions available from our website or office)

5. Lot Condition and Inspection

1. All Lots are sold "as seen."
2. Buyers must inspect Lots prior to bidding.
3. No warranties or guarantees are provided.
4. Images and descriptions are for guidance only.
5. Odometer and hour reading are not warranted.

6. Online and Remote Bidding

1. Online bidding is available via approved platforms.
2. Bidders must register and may be required to pay a deposit.
3. Bids are binding.
4. Auctioneer is not liable for technical failures.
5. In case of tie bids, Auctioneer's decision is final.

7. Export and VAT

1. VAT is charged on applicable Lots and fees.
2. Export buyers must provide documentation (e.g., bill of lading) within 30 days to reclaim VAT.
3. Buyers are responsible for export licenses and compliance.

8. Liability and Indemnity

1. The Auctioneer is not liable for title defects or disputes.
2. Vendors and Buyers will indemnify and keep indemnified the Auctioneer against any and all losses, proceedings, lost profits, damages, awards, expenses, claims, costs (including increased administration costs on a full indemnity basis) and any other losses or liabilities which the Auctioneer may incur as a result of breaches, omissions or misrepresentations of any clause with these Terms and Conditions.
3. Auctioneer is not liable for loss or damage before or after risk has passed.
4. The Auctioneer shall have no Liability for any loss or damage howsoever arising to any of the Goods whilst held at any Auction premises.
5. The Auctioneer shall not be liable for a Buyer's failure to pay, in part or full for a Lot bought in an Auction.
6. The Auctioneer is not liable for any loss or damage caused to the Lots or other property whilst Lots are loaded or unloaded.
7. The Auctioneer shall have no liability to the Vendor for any errors and or omissions in the description of Goods whatsoever when the Entry Form has not been completed accurately and correctly or in circumstances where any information has not been provided the Vendor via Entry Form.

8. The Auctioneer shall have no Liability to the Vendor for any of the following; consequential losses, loss of profits and/or damage to goodwill, economic and/or other similar losses, special damages and indirect losses; and/or, business interruption, loss of business, contract, opportunity and/or production.
 9. The Vendor shall be under a duty to mitigate any loss, damage, costs and/or expenses that it may suffer.
-

9. Severance

1. If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
 2. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
-

10. Force Majeure

The Auctioneer shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions due to events beyond its reasonable control, including but not limited to acts of God, war, civil unrest, pandemics, natural disasters, strikes, or government regulations.

11. Privacy and Data Protection

The Auctioneer complies with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). All personal data collected will be processed in accordance with the Auctioneers Privacy Policy.

12. Governing Law

These Terms are governed by the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the English courts.

These Terms and Conditions supersede all previous Terms and Conditions and shall replace any Terms and Conditions previously notified to the Buyer and/or Vendor