



Lot.No.

Barons (Auctioneers) Ltd, Motor House, Marchwood Industrial Park, Southampton SO40 4BL
email: info@barons-auctions.com website: www.barons-auctions.com
Tel: 08454 30 60 60 / +44 (0)23 8066 8413 / 8066 8409

CONSIGNMENT FORM

Please be aware that this is a contract. Only sign it if you are prepared to be bound by the conditions of sale found on the reverse.

PLEASE USE BLOCK CAPITALS

Vendors Name Contact Name: email:

Address

Postcode Contact Tel. No.

VEHICLE DETAILS Make Model or Type Year of Manufacture

Colour of bodywork Interior Colour & Material Body Style

Registration No. Chassis No. Engine No.

Gearbox type: Manual / Auto Number of gears / speeds I confirm the vehicle is sold with clean title, free of hire purchase, or any other lien and not subject to any dispute. YES / NO If NO give details.

Overdrive: Yes / No LHD / RHD

Cubic Capacity of Engine: (or H.P. Rating) Number of Cylinders: Type of Engine: Petrol / Other IS THE VEHICLE:

Recorded Mileage: Believed Genuine: Yes / No Can this be certified: Yes / No

M.O.T. Expiry Date: 1. An insurance total loss? No / Yes

2. Imported? No / Yes

3. Re-Registered? No / Yes

4. Converted left to RH Drive? No / Yes

5. In such condition as to be lawfully used on the road? Yes / No

DOES THE VEHICLE HAVE A CURRENT REGISTRATION DOCUMENT? YES NO

CONDITION - PLEASE ACCURATELY DESCRIBE THE CONDITION OF THE VEHICLE AND ENCLOSE SOME RECENT GOOD QUALITY PHOTOGRAPHS:

Engine: Electrical Equipment: Paintwork: Bodywork:

Upholstery & Interior Trim: Transmission & Gearbox: Chassis & Tyres:

HISTORY - Please give full details of previous ownership and history (including auction history) and any other information of special interest for possible use in the catalogue at the discretion of Barons (Auctioneers) Ltd. Please continue on a separate sheet if necessary.

RESERVE:

I have read and understood and agree to be bound by the Conditions of Sale of Barons (Auctioneers) Ltd, printed overleaf or accompanying this fax. The information I have given is true to the best of my knowledge and belief. Signature of Vendor. Date:

Entry fee paid by cash, cheque, credit card Card Type Visa Mastercard Maestro Delta Connect This is a PREMIER ENTRY (three photographs) (checked) This is a STANDARD ENTRY (single photograph) (checked)

Card Number CSV

Issue Date Expiry Date Issue Number Exact name on card

FOR OFFICE USE ONLY

NOTES

Bidders Number: Not Sold Prov: Accepted: Sold:

## Conditions of Sale

### 1. CONDITIONS OF SALE

All lots will be offered for sale subject to these conditions of sale for motor vehicles.

- Barons (Auctioneers) Ltd (hereinafter referred to as Barons) 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

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

### 4. SELLERS

- Sellers may place a reserve on any lot entered by them and Barons shall have the right to bid on behalf of the seller where such a reserve has been placed.
- Barons shall have the right to withdraw any lot or to combine any 2 or more lots at their absolute discretion.
- Once Barons has accepted a lot and its reserve price no increase in that reserve will be allowed.
- In the event that a seller fails to present for whatever reason or withdraws a lot after it has been accepted for sale but before it is offered for sale, Barons 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 Barons valuation of the lot subject to a minimum of £300. In both cases Barons shall also be entitled to the current entry fee.
- In the event that the bidding on any lot fails to reach the reserve set by the seller, Barons shall have the right a) to offer the lot for thirty days, b) to sell the lot at anytime during the said thirty days, subject to any reserve imposed by the seller, and c) to charge a commission to both buyer and seller in accordance with conditions 4.9 Sellers and 8.3 Buyers hereof each and every time a lot is sold within the said seven days, whether sold by the seller using the services of Barons or otherwise.
- Barons have the right to charge a commission as detailed in 4.9 on the final bid price on all lots sold subject to a minimum charge of £150 (plus VAT). Barons shall also have the right to charge an entry fee of £100+VAT or £150+VAT, whichever is applicable on each lot.
- It is the sellers responsibility to make themselves available when their vehicle is being offered for sale. If the seller cannot be available in person he must either A) Provide a telephone number where he or she will be available or B) Nominate an agent who can make a decision on a provisional bid. If a seller is not available to give instructions, Barons reserves the right to charge the seller 13% of the bid price, plus VAT or sell the car at the Provisional Bid amount, if it is within 10% of the reserve.
- Value Added Tax will be added to all charges made by Barons in accordance with legislation current at the time of sale.
- Seller's Commission: Seller's Commission is 5% with a minimum of £150 on sales of £3,000 or less.
- Lots offered at NO RESERVE shall be sold to the highest bidder at the time of the sale.
- Sellers are reminded that all lots are held at the sole risk of the seller until the contract between buyer and seller is completed and cleared funds received. Barons will accept no liability for loss of, or damage of to any lot.
- Barons 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 Barons and all copyright for the said photographs will be vested in Barons who may use the photographs at their discretion, at any time, without payment to the owner of the vehicle.

### 5. DESCRIPTION

- 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 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.
- 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 which 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 and the nature and extent 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.
- Whilst every endeavour has been made to ensure that the items listed 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 Barons nor the sellers of any lot will accept responsibility for any misrepresentations, misdescriptions or omissions contained in the catalogue.

### 6. CONTRACT OF SALE

- On the fall of the hammer, a contract of sale is completed between the seller and the buyer. Barons is not a party to the contract of sale and shall not be liable for any breach thereof by the buyer or the seller.
- On the fall of the hammer or at the completion of negotiations, the highest bidder shall forthwith give his/hers buyer's number to Barons and pay a deposit of £500 or 10% of the purchase price, whichever is the greater and shall provide details of the arrangements for payment that he or she needs to implement. In any case any balance must be received by noon on the day following the sale date.
- 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 Barons.
- Prior to the fall of the hammer, the lot shall be at the sole risk of the seller and neither Barons nor the owner of the auction premises (if different) shall be liable in any way for the lot.

### 7. PAYMENT

- The purchase price payable by the buyer shall be the sum of the following:
  - the final bid price, and
  - European Union import duty, and
  - Value Added Tax, if applicable, on the sums described in clauses 7 (1.a) and 7 (1.b) above, and
  - A premium as listed in Buyers 8.3 will be charged on the final bid price subject to a minimum premium of £150 (plus VAT).
- Value Added Tax will be added to all charges made by Barons in accordance with legislation current at the time of sale.
- The buyer must pay the purchase price to Barons not later than 12 noon on the first working day following the sale.
- No lot may be removed by the buyer from the auction site until it has been paid for in full.
- All lots must be removed not later than 12 noon on the first working day following the sale.

- Payment for all lots must be in Pounds Sterling and may be made in cash, by debit card (Switch, Delta, Connect, Solo or Visa Electron) or by banker's draft. Payments by credit card will attract a premium of 3% on the full purchase price, including premium. Absentee bidders must make prior arrangements with Barons for payment for their purchases.
- In the event of failure by the buyer to remove or pay for his or her purchase, Barons shall have the right, at their absolute discretion and without prejudice to any other rights and remedies they may have, to:
  - resell the lot by auction, private sale or any other means that they see fit, or
  - remove and store the lot at the buyer's expense and at the 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 National Westminster Bank PLC base rate in effect on the date of sale and the costs of removal and storage have been paid; and
  - effect a sale under 7 (7.a) above at any time after the lot has been removed and stored under 7 (7.b) above.
- Where the buyer fails to remove or pay for his or her purchase(s) and Barons exercise their right to resell the lot, the sale price achieved on such resale shall be utilised first to meet all costs incurred by Barons in respect of the lot, second to pay Barons commission with the balance, if any, being paid to the seller.

### 8. BUYERS

- 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.
- 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.
- Buyer's Premium: The Buyers Premium is 10% with a minimum of £150 for amounts of £1500 or less. See also Sellers 4.9.
- Any vehicle sold through Barons is subjected to a HPI Equifax vehicle data check. The HPI database holds information on stolen vehicles and outstanding finance. Due to the nature of the vehicles sold, we do not indemnify against Total Loss insurance claims. If any lot is shown to have an undisclosed history covered within the above limitations, then the buyer of such lot will be entitled to a full refund of the purchase price and premium paid for said vehicle. A fee of £10.00 + VAT is charged for this service.
- Buyers are reminded that their purchases are held at their risk at the fall of the hammer and payment of a deposit or the full amount due. Barons will not accept liability for loss of, or damage to any lot.
- Barons will accept instructions to bid 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. Prospective buyers wishing to instruct Barons to bid on their behalf must do so by means of a Bidding Instruction Form available from Barons.

### 9. GENERAL

- False Declaration - rejected sales, Vehicles with false declarations regarding outstanding finance or on stolen vehicle alert are liable to rejection by the buyer. In this event the seller will be liable for all costs incurred and fees due to Barons and the buyer.
- Barons, the sellers and the owner 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.
- These conditions of sale, the notes to buyers and the rights and obligations of Barons, the buyers, the sellers and the owner of the auction premises shall be governed by English Law and all buyers hereby submit to the non-exclusive jurisdiction of the English Courts.

By entering a vehicle or registering to bid you are accepting these Conditions of Sale.