

CONDITIONS OF SALE - CAR AUCTIONS

1. The highest bidder shall be the Purchaser, and no person shall retract a bidding. The advance on each lot shall be determined by the Auctioneer who reserves the right of refusing any bidding and/or altering, adding to, dividing, consolidating, bidding himself or withdrawing any lot, or lots at the sale.
2. All lots are accepted at the Vendors risk and the Auctioneers shall be under no liability to notify the Vendors of lots not sold.
3. (a) Goods unsold or purchased cannot be removed from the sales yard without a pass for same which can be obtained from the office. All goods must be paid within 2 days of purchase.

(b) All goods must be Paid for and removed from the premises the day after purchase. Any goods that are left after 7 days shall be charged at the same rate as the entry fee for each week that is left in the yard and shall be sold without reserve to clear after 2 weeks has elapsed without notifying the owner.
4. Vendors and Purchasers are reminded that all goods sold and bought privately in the sale yard must be booked through the Auctioneers Office. All goods sold privately whilst in the sale yard or where it can be proved where seller meets buyer in the sale yard. These transactions must be reported to the office and are subject to the same terms of sale as if sold by auction.
5. The purchaser is required to give their name and address and to pay for the item or pay a deposit or a part-payment of 10% (minimum of €500), which will be required at the fall of the hammer.

(a) Upon failure to comply with these conditions, the money deposited in part payment shall be forfeited, the defaulter paying thereout all just expenses and the lot shall be resold by public or private sale and the deficiency (if any) arising upon the resale together with the expenses thereof shall be made good by the defaulter at this sale
6. All lots are at the risk of the owner and all lots are the sole risk of the purchaser at the fall of the hammer and such lots are to be taken away with all faults, defects and errors of description of whatsoever nature, sort or kind, without power of dispute at risk, and at the expense of the purchaser. At all times the purchase price and commission must be paid on or before delivery and no person shall remove or be entitled to remove any lot until he or she has paid for the whole of the lots purchased by him or her.
7. The Auctioneers shall not be responsible for the corrections, the description or measurement or weight or genuineness or authenticity of any article or lot. The Auctioneer acts as the agent in any transaction that takes place and shall not be responsible for the correctness or errors in any lots sold.
8. If goods are sold with any form of guarantee it shall be clearly stated at the time of sale, and no guarantee shall extend beyond the precincts of the yard.
9. All Vehicles are sold without warranty (i.e. as they sit).
10. We take no responsibility for loss or damage to any machine, implement or vehicle in our custody or control.
11. Any person who is not well known to the management who intends to pay for their purchase by cheque, shall not be allowed to remove the lot until the cheque is cleared.
12. We do not accept any responsibility or liability for any damage or loss to any vehicle whether entered for sale or not, or any other property which is lost on the premises or to any person who is injured however occasioned this negating us under the Occupiers Liability Act (N.I.) 1957. The persons on such premises being deemed to have willingly accepted as theirs all and any risks incidental to being thereon.
13. Owners are liable for commission on wrongly described vehicles.
14. These conditions of sale apply on any premises on which we may be holding a sale.
15. On the sale of any vehicle the contract shall be deemed to have been made between the Vendor and the Purchaser and save as hereinafter appears, neither the Vendor nor the Purchaser shall have any legal right or action against the Auctioneers in respect of any direct or indirect cause or matter arising out of a sale. On the making of the Contract of Sale, the Purchaser shall pay to the Auctioneer the premium due to Isle of Man Assurance Limited ("The Insurer") in accordance with the premium rate per vehicle as specified in the Tariff.