



Trade Account Application Form

Your Name:

Company Name:

Address:

Post Code:

Telephone No:

Mobile No:

Email Address:

Company Reg No:

VAT No:

Data Protection

It is important that you read and understand the section below entitled Use of Your Information. By signing this application, you agree that we can use your information in the following ways: Data Protection – Use of Your Information: We would like to send you information about products and services, promotions, special offers, news and events. This will be done using email, post or by phone.

Your personal data will be handled in accordance with our Privacy Policy. Available on request. By signing this application form you confirm you have read, understood and accept our Privacy Policy

Mailing (via email)

Cars

Vans

WAV

M/
Cycles

Truck

Plant

Catalogues you would like to receive:

Bank Details

Bank Name:

Account Number:

Sort Code:

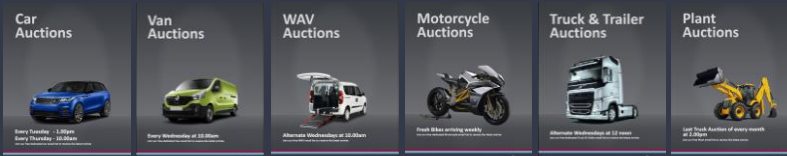
Account Name

I hereby apply for a Trade Account to enable the purchase of vehicles from The Fleet Auction Group Limited. I have read and agree to abide by, The Fleet Auction Group Limited Terms and Conditions.

Name:

Signed:

Date:





Terms and Conditions of sale

1. These conditions shall apply to all vehicles entered for sale and to all vehicles sold by The Fleet Auction Group Limited (hereinafter called the Auctioneers) and shall be binding upon every Vendor and every Purchaser.

2. No vehicle will be accepted for sale unless the appropriate entry form has been fully completed and the entry fee paid. The registration book (and test certificate where applicable) must also be handed to the Auctioneers and payment for the vehicles will be withheld until this is produced. The Auctioneers shall not be liable to account to the Vendor for any loss which may arise through the use of such particulars of description in any sale.

3. The Auctioneers shall be entitled to a commission on the price at which each vehicle is sold in accordance with the published scale of charges. The commission will be payable by the Vendor at the time of sale. If any vehicle is entered for sale and sold by the owner or his agent to any person attending the sale, that sale shall be deemed to have been effected by the Auctioneers as agents for the owner, and full commission will be payable.

4. Subject to clause 10, all vehicles must be removed by the Vendor or Purchaser, as the case may be, before 5.00pm on the next working day following the sale. In default of this, storage will be charged in accordance with the published scale of charges. The Auctioneers reserve the right to re-offer for sale any unsold vehicles remaining on the premises and to deduct any charges arising therefrom.

5. The Auctioneers have absolute discretion, without giving any reason, to refuse a bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from auction, and in the case of dispute, to put up any Lot for auction again. In the event of any dispute the Auctioneers' decision shall be final.

6. The Auctioneers shall have the right, at their discretion, to refuse admission to their premises, or attendance at their auctions, by any person.

7. The Auctioneers reserve the right to determine the amount of advance of each bid. If the Vendor reserves the right to bid, it is subject to such right being exercised only by, and at the discretion of, the Auctioneers as the Vendor's agent.

8. At the fall of the hammer, a Contract of Sale is completed between the Vendor and the Purchaser, subject to the following Clauses.

9. Vehicles sold without an after sale test drive or any form of end of sale trial, whose mechanical condition is not described on the Entry Form, are sold as seen with all faults and in whatever condition, and all representations and warranties as to the mechanical condition of all such vehicles, whether expressed or implied by statute, common law or otherwise, are expressly excluded. It should therefore not be taken for granted that a vehicle sold as seen will be of satisfactory quality or that it is in original manufactured condition complete with all components, parts and in working order, or that vehicles, trailers, mechanical equipment and chattels can be put into working order, or can be made roadworthy.

10. Where a vehicle is purchased which does not comply with the Road Traffic Acts and The Motor Vehicle (Construction and Use) Regulations or any subsequent amendments hereto, the Purchaser shall not remove it from the Auctioneers' premises under its own power. Every vehicle is sold on the understanding

has been put into such condition that it may lawfully be so used. Where a vehicle is purchased which does not comply with the Health and Safety at Work Act 1974, or any other Act, or Acts, or Regulations, Purchasers are required to ensure that the use of any such vehicle at a place of work within the United Kingdom does not contravene such relevant Act or Regulations thereunder applicable thereto. Immediately a sale is completed the Purchaser shall give his name and address to the Auctioneers. He shall pay for the vehicle in full or at the option of the Auctioneer, shall pay a deposit and the balance before the vehicle is removed. If a Purchaser buys more than one vehicle he must have paid for them in full before any one vehicle can be removed. Notwithstanding Clause 4, a payment by cheque will not confer upon the Purchaser a right to remove the vehicles until the funds have been cleared and will not, until clearance has been deemed to constitute a payment within the meaning of these Conditions. All vehicles shall be paid in full no later than 5.00pm on the next working day following the sale. Title to the goods does not pass to the Purchaser until all funds are cleared. If any vehicle is not paid for by that time, any deposits will be forfeited and the vehicle resold without reserve and without notice to the Purchaser. Any charges or loss incurred on any sale will be payable by the original defaulting Purchaser.

11. No vehicle may be transferred from a Purchaser to a Sub-Purchaser.

12. A Buyers' Premium will be charged on each Lot sold in accordance with the published scale of charges.

13. The Auctioneers shall have a lien on any vehicle in respect of any monies due to them from the Vendor or the Purchaser.

14. Where any Lot or Lots are found to be subject to Hire Purchase or Lease Agreement, the Auctioneers reserve the right to discharge the existing liability to the Finance Company concerned remitting the balance, if any, to the Vendor on receipt of a Clearance Note from the Finance Company. The Vendor will be liable to a charge for this service subject to our published scale of charges.

15. When remitting sale proceeds, the Auctioneers operate a VAT approved 'self-billing' system. By entering vehicles or goods for sale, VAT registered Vendors accept this system, and agree not to issue tax invoices in respect of the transactions covered by this self-billing system.

16. The Word:

a. 'Vendor' used in these conditions shall include the owner of the vehicle, his authorised agent, and any other person offering the vehicle to the Auctioneers for sale whether he be authorised by the owner or not.

b. 'Purchaser' used in these conditions shall include the person to whom the vehicle is sold by private treaty, the highest bidder, the person declared by the Auctioneers as being the purchaser and if any of the aforesaid persons are acting for a principal, the principal himself.

c. 'Sale' used in these conditions shall include sale by private treaty as well as by auction.

d. 'Vehicle' used in these conditions shall include all motor vehicles, motorcycles, trailers, items of plant, machinery and spares entered for sale, whether by public auction or private treaty.

e. 'Auctioneer' or 'Auctioneers' means The Fleet Auction Group Limited.