

Ref No. <i>Office Use Only</i>	Sale Date. <i>Office Use Only</i>	Sellers Commission <i>Office Use Only</i>
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Please complete clearly in **BLOCK CAPITALS**

Personal Details	Name/Title:		Email Address:	
	Address:		Home Tel No:	
			Mobile Tel No:	
			Business Tel No:	
	County:	Postcode:	Fax No:	

Lot Details		

T&C's	<p>(a) I request you to offer the above Lot for sale as my agent. I have given full disclosure of all material factors that a prudent purchaser would wish to know about it. I will be responsible for the accuracy of the catalogue description.</p> <p>(b) I agree that the sale will be conducted in accordance with your Terms and Conditions as printed overleaf and in the catalogue which I have read and by which I (and, if relevant, my principal) agree to be bound.</p> <p>(c) I will arrange delivery of the Lot to the auction venue at my expense. The Lot will be in a presentable and saleable condition. If additional cleaning is required this will be charged for.</p> <p>(d) If the Lot is not sold, I will collect it at my own expense by 2.00 p.m. on the day after the auction. If the Lot is not removed by the required time removal and storage fees will be</p>	<p>charged as per Terms & Conditions overleaf.</p> <p>(e) I will maintain my insurance of the vehicle until I receive your payment of the Sale Proceeds.</p> <p>(f) I shall have the right to withdraw the Lot after being accepted by you but before the auction. In that event I shall pay you such commission as you would have received had you sold the Lot at the estimated value on this form. If there is no estimated value the commission will be based on the higher of the estimates published in the catalogue or on the website.</p> <p>(g) If the Lot is not as described by me on delivery to you, you may withdraw the vehicle from the auction and you will be entitled to your commission rates as mentioned in (f) above.</p> <p>(h) I will pay the appropriate commission rates as set out overleaf.</p>
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£	Gross Reserve: £	Entry Fee: £	Estimate From: £	Estimate To: £
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Signature	Signature Of Seller	Signature (Silverstone Auctions Ltd.)
	By signing this document I hereby agree to the T&Cs of Silverstone Auctions Ltd	Date:

TERMS AND CONDITIONS

GENERAL

The following Terms ("Terms") together with such other terms, conditions and notices as may be set out in any relevant catalogue apply to all sales by Silverstone Auctions Limited ("SAL") at auction or within 14 days after the auction.

No alteration to the Terms will be binding unless accepted by SAL in writing. The Terms are subject to amendment by SAL provided it is reasonable for it to do so by the posting of notices or by oral announcement made by the Auctioneer prior to or during the sale. Nothing in the Terms shall affect the statutory rights of a consumer.

Additional information applicable to the Auction may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Auctions and you should read them as well. Announcements affecting the Auction may also be given out orally before and during the Auction without prior written notice. You should be alert to this possibility of changes especially if bidding by telephone and ask in advance of bidding if there have been any.

SAL acts solely for and in the interests of the Seller. SAL's job is to sell the Lot at the highest price obtainable at the Auction to a Buyer. SAL does not act for Buyers in this role and does not give advice to Buyers. When SAL or its employees makes statements about a Lot or it is doing that on behalf of the Seller of the Lot. Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them.

DEFINITIONS

1. In these Terms:

- 1.1 "Auction" means the auction sale in respect of which a Lot is consigned for sale.
- 1.2 "Auctioneer" means the representative of SAL conducting the Auction.
- 1.3 "Automobilia/lifestyle" means any memorabilia including but not limited to trophies, badges, programmes, models, prints and other collectables.
- 1.4 "Buyer" means the only person whose bid is accepted by SAL to conclude the contract for the purchase of a Lot.
- 1.5 "Buyer's Premium" means the amount payable by the Buyer to SAL equal to 12.5% of the Hammer Price on Motor Vehicles and 17.5% of the Hammer Price for Automobilia plus VAT.
- 1.6 "Catalogue" the catalogue relating to the relevant Auction includes any advertisement, brochure, estimate, price list or other publication or webpage relating to one or more Lots.
- 1.7 "Contract" means the agreement to be completed by the Seller relating to the proposed sale of each separate Lot at the Auction.
- 1.8 "Entry Fee" means the sum of £300 (inclusive of VAT) per motorcar, £150 (inclusive of VAT) per motorcycle and £30 (inclusive of VAT) per automobilia item, payable by the Seller for each Motor Vehicle entered into the Auction.
- 1.9 "Expenses" in relation to the sale of any Lot means SAL's charges and expenses payable by the Seller in addition to the Seller's Commission including insurance, storage, illustrations, auction Entry Fee, cleaning costs, photography costs, catalogue costs, special advertising, packing and freight of that Lot and any VAT thereon.
- 1.10 "Hammer Price" means the price in pounds sterling at which a Lot is knocked down by the Auctioneer to the Buyer.
- 1.11 "Lot" means any item(s) consigned to SAL with the view to its or their sale at Auction.
- 1.12 "Motor Vehicle" means any car or motorbike included or proposed to be included in a sale of motor vehicles plus VAT.
- 1.13 "Purchase Price" means the Hammer Price together with the Buyer's Premium and any additional charges due plus VAT.
- 1.14 "Reserve" means the minimum Hammer Price agreed between SAL and the Seller at which a Lot may be sold.
- 1.15 "Sale Proceeds" means the net amount due to the Seller being the Hammer Price less the Seller's Commission and VAT, Expenses and any other amount due to SAL from the Seller.
- 1.16 "Seller" means the person who offers the Lot for sale, whether as agent or principal.
- 1.17 "Seller's Commission" shall have the meaning given in clause 10.
- 1.18 "VAT" means Value Added Tax applicable at the prevailing rate from time to time.
- 1.19 "Working Day" means any day (other than a Saturday and Sunday) at which clearing banks in the city of London are open for the transaction of normal sterling banking business.

2. Agent

SAL sells as agent for the Seller (except where SAL is selling as principal, which SAL will disclose in the Catalogue or otherwise in the Auction). The Contract for the sale of a Lot is between the Seller and the Buyer. SAL shall not be liable for any act or default by the Seller (except where selling as principal) or the Buyer.

3. Discretion

- 3.1 SAL has the right as its sole discretion to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot and, in the case of dispute, to put any Lot up for Auction again.
- 3.2 If SAL is notified about the Seller's alleged breach of any of the Terms before it has remitted the Sale Proceeds to the Seller, it may at its sole discretion withhold payment until that dispute is resolved. SAL may, however, deduct any sums that are due to it from the sum held.

4. Loss or injury

SAL shall be under no liability for any injury, damage or loss sustained by any person while on SAL's premises (including any premises where a sale may be conducted or where a Lot, or part of a Lot, may be on view from time to time) except for death or personal injury, damage or loss caused by the negligence of or other breach of duty by SAL, its employees or agents in the ordinary course of their duties to SAL.

5. Lots

- 5.1 The Catalogue contains details about each Lot. The description printed in the Catalogue is given on behalf of the Seller, and may contain SAL's opinion about the Lot, but in any event is not a contractual representation or warranty by SAL.
- 5.2 Photographs, illustrations and diagrams contained in the Catalogue are for identification purposes only. They may not show the true condition and colour, (which may be inaccurately reproduced) of the Lot.
- 5.3 Lots are available for inspection prior to the Sale and it is for any potential bidder to satisfy themselves as to each and every aspect of a Lot, including its authorship, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price).
- 5.4 Each Lot is sold by its respective Seller to the Buyer. Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections.
- 5.5 The actual condition of a Lot may not be as good as that appears by its outward appearance. In particular, parts may have replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition.
- 5.6 Any person who physically interferes with, scratches or damages the Lot in any way (at, before or after the Auction) will be held liable for the loss so caused.
- 5.7 The Seller is responsible for delivering the Lot in a presentable and saleable condition. If additional cleaning is required it will be charged for by SAL to the Seller as an Expense.
- 5.8 If a Lot is not sold at Auction, SAL will for the next 14 days be entitled exclusively to negotiate a sale of the Lot on terms agreed with the Seller and as Seller's agent, and if successful will be entitled to charge the Seller's Commission and Expenses.
- 5.9.1 The Seller gives SAL the full and absolute right to photograph and illustrate any Lot placed in its hand for sale, and to use such photographs and illustrations as are provided by the Seller at any time at its absolute discretion (whether or not in connection with the Auction), with indemnity against copyright infringement.
- 5.9.2 The copyright in all written matter and illustrations relating to Lots shall remain at all times the absolute property of SAL, and any person wishing to use such materials, or any part of them, may only do so with the prior written consent of SAL.

6. Alterations and Estimates

- 6.1 Estimates and descriptions may be amended at SAL's discretion from time to time by notice given orally or in writing before or during an Auction.
- 6.2 The Lot is available for inspection and any potential bidder must form their own opinion in relation to it. You are strongly advised to examine any Lot or have it examined by a specialist or engineer on your behalf before the Auction.

- 6.3 SAL gives no representation as to the anticipated or likely selling price of any Lot. Any estimate given, whether written or oral and whether or not printed in any Catalogue, as to the estimated selling price of any Lot is a statement of opinion only and may be subject to revision from time to time at SAL's sole discretion and should not be relied upon as an indication of the actual selling price.
- 6.4 SAL shall not be liable to the Seller for any error or misstatement in or omission from the description of any lot in any Catalogue where SAL has:
 - 6.4.1 been provided with such description by the Seller or any person on his behalf; or
 - 6.4.2 provided the Seller with a copy of such description prior to publication of the Catalogue and neither the Seller nor any person on his behalf has notified SAL in writing within 7 days of any error or misstatement in or omission from the description.
- 6.5 SAL has no duty to the Seller or the Buyer to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

7. Warranty by the Seller

- 7.1 The Seller warrants to the Buyer and to SAL that:
 - 7.1.1 The Seller is the owner of the Lot or is properly authorised to sell the Lot by the owner, and is able to sell the Lot with full title guarantee free from all encumbrances and third party claims and in particular that there is no outstanding finance affecting the Lot;
 - 7.1.2 The description of the Lot in the Catalogue is to the best of the Seller's knowledge accurate and not misleading. The Seller has notified (or will before the Auction notify) SAL in writing of any material alterations to the Lot of which the Seller is aware and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Lot and has provided SAL with all such information in the Seller's possession or control.
 - 7.1.3 If the Lot is a road going Motor Vehicle, it may lawfully be used on the public road and complies with all statutory provisions and that there is in force a test certificate required by law in relation to such use; OR ALTERNATIVELY the Seller has notified SAL in writing that the Motor Vehicle may not lawfully be used on the public road.
 - 7.1.4 The Seller shall compensate SAL and the Buyer in full for all losses, expenses and other costs which are caused by the Seller's breach of any obligation of the Seller under the Terms.

8. Vehicle Registration Numbers

- 8.1 If the Seller wishes to sell the Motor Vehicle but to retain the right to the registration number of the Motor Vehicle it is the Seller's Responsibility to notify SAL in writing.
- 8.2 It shall be the Seller's responsibility to take all necessary steps to ensure that the current vehicle registration number is retained and that a new number is allocated prior to the Motor Vehicle being sold at the Auction.

9. Bidding and Reserves

- 9.1 Admission to the Auction requires the purchase of a Catalogue which must be presented at the entrance to the Auction. SAL do not accept bids from any person who has not completed and submitted a registration form. Proof of identification will be required in the form of a passport or driver's licence, together with a recent utility bill showing your current address, before the registration process can be completed.
- 9.2 The Auctioneer will commence and advance the bidding at levels and in increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the Seller, up to the Reserve on the Lot.
- 9.3 The Seller may place a Reserve on any Lot when he consents it to the Auction and once placed it may not be changed without the written consent of SAL. All Lots will be sold without Reserve unless a Reserve has been agreed by SAL in writing.
- 9.4 Where a Reserve has been agreed, only SAL at its absolute discretion may bid on behalf of the Seller.
- 9.5 If no Reserve has been placed on a Lot, SAL shall in no way be held liable should the Lot be purchased for a price below any lowest estimated selling price of the Lot given in any Catalogue.
- 9.6 SAL may sell a Lot below the Reserve agreed with the Seller, provided that SAL accounts to the Seller for the same Sale Proceeds as the Seller would have received had the Lot been sold at that Reserve.

10. Commission and Expenses

- 10.1 SAL shall be entitled to deduct from the Hammer Price and retain an amount equal to 5% of the Hammer Price on Motor Vehicles and 10% of the Hammer Price for Automobilia/Lifestyle plus VAT or such other sum agreed by SAL in writing ("Seller's Commission") plus VAT together with Expenses and any other sums due from the Seller to SAL.
- 10.2 The Seller acknowledges SAL's right to retain the Buyer's Premium payable by the Buyer.

11. Insurance

- 11.1 Only on payment of the Purchase Price in cleared funds shall title in the Lot pass from the Seller to the Buyer. However, the risk in the Lot passes to the Buyer on the fall of the hammer. It is therefore, the responsibility of the Seller to insure the Lot before the hammer falls and the responsibility of the Buyer to insure the Lot after the hammer falls.
- 11.2 SAL will not be responsible for any damage to or the loss or destruction of a Lot unless caused by the negligence of or other breach of duty by SAL, its employees or agents in the ordinary course of their duties to SAL and the Seller shall compensate SAL in full in respect of all their claims and proceedings brought against SAL in respect of any loss or damage to or destruction of the Lot.
- 11.3 SAL will not be liable for any injury, loss or damage caused by any Lot or by the Seller's negligence of SAL, its employees or agents in the ordinary course of their duties to SAL. The Seller shall compensate SAL in full in respect of all claims and proceedings brought against SAL in respect of injury, loss or damage caused by any Lot or by the Seller's negligence or breach of any obligation under the Terms.

12. Payment of Sale Proceeds

- 12.1 Subject to SAL's right of retention under Clause 3.2 and other provisions of this Clause 12, SAL shall pay the Sale Proceeds to the Seller not later than 14 Working Days after the Auction provided that the Purchase Price has been received in full by SAL. Unless an alternative method of payment has been agreed by SAL in writing, payment shall be made by telegraphic transfer. In the event of an unsettled hire purchase, finance agreement or any other charge or lien affecting the Lot SAL reserves the right to settle the amount due of such charges not exceeding the Sale Proceeds and if the Sale Proceeds are less than the charges outstanding the Seller will be responsible for the settlement of the balance forthwith.
- 12.2 If the Purchase Price has not been received in full by SAL within the time specified in clause 12.1 SAL will pay the Sale Proceeds to the Seller within seven Working Days from when the Purchase Price is received in cleared funds from the Buyer.
- 12.3 In respect of road registered Motor Vehicles, SAL reserves the right not to remit the Sale Proceeds to the Seller unless the Seller has deposited with SAL the registration document of the Motor Vehicle, and any other documents relating to the Motor Vehicle in the Seller's possession or control which he agreed with SAL to supply.
- 12.4 If the Buyer fails to pay the Purchase Price within 28 days of the Auction, SAL will notify the Seller who may instruct SAL as to the appropriate course of action. SAL may endeavour to assist the Seller but SAL shall be under no obligation to do so and shall not be under any obligation to institute proceedings in its own name.
- 12.5 In the absence of any written instructions from the Seller to SAL within 7 days of SAL having notified the Seller under clause 12.4 SAL shall be entitled to take any of the actions set out in clause 19.1.
- 12.6 Any monies recovered by and paid to SAL in consequences of SAL taking one or more of the steps referred to in clause 12.5 shall be applied to the payment of:
 - 12.6.1 legal or other costs incurred by SAL in connection with such steps;
 - 12.6.2 Expenses;
 - 12.6.3 the Buyer's Premium and the Seller's Commission on the sale of the Lot;
 - 12.6.4 any balance remaining shall be paid to SAL to the Seller (or, if appropriate, the Buyer). If there shall be a shortfall any such shortfall shall be made good by the Seller to SAL on demand.
- 12.7 If within 7 days after receipt of the notice referred to in clause 12.5 the Seller informs SAL that he wishes re-delivery of the Lot, he shall be entitled to do so but only upon prior payment of all Expenses and all legal and other costs reasonably incurred by SAL so as to keep SAL fully recompensed.

13. Withdrawal Fees

- 13.1 The Seller may not withdraw the Lot from the Auction. If SAL is unable to sell the Lot at the Auction due to action or interference by the Seller, the Seller shall be liable to pay SAL 15% of the estimated value of the Lot plus VAT thereon together with Expenses. The estimated value shall be the mid value estimated in the Catalogue.

14. Removal and Storage

- 14.1 The Seller shall arrange for the removal of any unsold Lot by 2pm the day following the Auction or by such other time as agreed by SAL.
- 14.2 Failure to remove any unsold Lot pursuant to clause 14.1 above will entitle SAL to charge the Seller a removal charge, storage fees, insurance and other expenses and any costs incurred at the following rates:

Motor Vehicle:
Removal - £195 plus VAT
Storage - £15 per day plus VAT

Automobilia:
Removal - £25 plus VAT
Storage - £5 per day plus VAT

15. The Buyer

- 15.1 The Buyer shall be the highest bidder at the Hammer Price. Any dispute as to any bid shall be settled by the Auctioneer at his absolute discretion.
- 15.2 Every bidder shall be deemed to act as principal, unless prior to the commencement of the Auction there is a written acceptance by SAL that a bidder acts on behalf of his principal and the true identity of the principal is noted on the registration form.

16. Buyer's Premium

The Buyer shall pay the Buyer's Premium to SAL and the Buyer acknowledges that SAL may also receive the Seller's Commission due to SAL under Clause 10.

17. Payment

- 17.1 Once a lot is sold, the Purchase Price shall become immediately payable to SAL.
- 17.2 Full payment for all Lots must be made to SAL by 5:00pm the next Working Day. Payment can only be accepted in GBP. For security reasons, payments by Debit or Credit Card (VISA/Mastercard) will only be accepted where the cardholder is present. Credit Card Payments are subject to a 1.76% surcharge. Where the Buyer wishes to pay by cheque and SAL has agreed that the Buyer may do so, the Lot will not be released until the cheque has been cleared. In this instance, the buyer will be responsible for all removal and storage fees incurred.
- 17.3 No Lot may be collected until the Purchase Price has been received by SAL and payments by a Buyer to SAL may be applied by SAL towards any such sums due from that Buyer to SAL on any account whatsoever notwithstanding any directions to the contrary by the Buyer or his agent whether express or implied.
- 17.4 Title to the Lot will pass to the Buyer only when the Purchase Price in cleared funds has been received by SAL.
- 17.5 Immediately a Lot is sold the risk shall pass to the Buyer notwithstanding that possession will not be given and title will not pass to the Buyer before payment of the Purchase Price and SAL will not be responsible for any damage to or the loss or destruction of the Lot or any injury, loss or damage caused by the Lot unless caused by the negligence of or other breach of duty by SAL, its employees or agents in the ordinary course of their duties to SAL. The Buyer will compensate SAL in full in respect of all claims and proceedings brought against SAL in respect of any loss or damage to the Lot or injury, loss or damage caused by it not arising from the negligence of other breach of duty by SAL its employees or agents in the ordinary course of their duties to SAL.
- 17.6 The Buyer shall, at his own expense, remove the Lot purchased but not before payment in full to SAL of the Purchase Price whether in respect of this or any other Lot.

18. Responsibility for Purchased Lots

- 18.1 The Buyer will be responsible for loss or damage to a Lot purchased by him from the fall of the hammer. Neither SAL nor its employees or agents shall be responsible for any loss or damage unless caused by the negligence of SAL, its employees or agents in the ordinary course of their duties to SAL while the Lot is in SAL's custody or under its control.
- 18.2 The Buyer shall be responsible for all removals, insurance, storage and other charges on any Lot from the fall of the hammer (in accordance with Clause 11).

19. Non-payment or Failure to Collect

- 19.1 If the Purchase Price is not paid in full, SAL as the agent of the Seller, shall in its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following remedies:-
 - 19.1.1 to remove, store (either at SAL's premises or elsewhere) and insure the Lot at the expense of the Buyer;
 - 19.1.2 to charge interest at a daily rate equal to 4% pa over Barclays Bank's Base Rate on so much of the total amount due as remains unpaid after the date of and time referred to in clause 17.2;
 - 19.1.3 to retain that or any Lot sold to the same Buyer at the same or any other auction of SAL and to release it only after payment of the total amount due;
 - 19.1.4 to apply any money due or to become due to the defaulting Buyer in or towards settlement of the total amount due and to exercise a charge or lien on any property of the Buyer which is in SAL's possession for any purpose.
 - 19.1.5 take such steps as SAL shall at its absolute discretion consider necessary to collect the monies due from the Buyer, and to agree terms for the payment of the Purchase Price;
 - 19.1.6 to rescind the sale and refund any monies to the Buyer, or to rescind the sale to the Buyer and to purchase the Lot itself. If it does so, property in the Lot shall pass to SAL on its election and SAL shall remit the Purchase Price to the Seller within 14 Working Days of its election less the Seller's Commission, Expenses and sums due to SAL which would have been payable had the contract not been rescinded;
 - 19.1.7 to appoint a solicitor and/or other agent to pursue any of the courses of action referred to in this clause 19, and the Seller hereby authorises SAL to take any of the courses referred to in this clause, including the issue and prosecution of proceedings on the Seller's behalf, and to settle claims and/or proceedings made by or against the Buyer on such terms as the Seller shall instruct, or in the absence of instruction s on such terms as SAL shall at its absolute discretion think fit.
 - 19.2 If the Buyer fails to make payment within 14 days after the date and time referred to in clause 17.2, SAL shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to re-sell the Lot or cause it to be resold by public auction or private sale, and, if this results in a lower price being obtained, the defaulting Buyer shall then pay to SAL any deficiency, together with re-sale costs and any costs incurred in connection with the Buyer's failure to make payment and any surplus shall belong to the Seller.
 - 19.3 If the Lot is not taken away on the date and time referred to in clause 17.2, whether or not the Purchase Price has been paid, SAL shall remove, store (either at SAL's premises or elsewhere) and insure the Lot at the expense of the Buyer and only release the Lot after payment of the total amount due.

20. Liability of SAL and the Seller

- 20.1 Buyers are solely responsible for ensuring that Motor Vehicles are safe for use, roadworthy (if a road going car) and comply with all relevant laws and regulations in force in all relevant jurisdictions and for ensuring that any necessary test certificates are in force. It is the responsibility of the Buyer to carry out such inspection as he thinks necessary.
- 20.2 In bidding for any Lot, the Buyer acknowledges that he does not rely on any representation made to him by SAL, its employees or agents.

21. Governing Law

Any transactions to which the Terms apply shall be governed by English Law and the Courts of England shall have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Terms relate or apply.

22. Notices

- 22.1 Any shall be deemed to have been received:-
 - 22.1.1 if hand-delivered, at the time of delivery;
 - 22.1.2 if sent by mail, two days after the date of posting.
- 22.2 In proving service by delivery:-
 - 22.2.1 by hand, it shall be necessary only to produce a receipt for the notice signed by or on behalf of the addressee;
 - 22.2.2 by post, it shall be necessary only to prove that the notice was contained in a pre-paid envelope which was duly addressed and posted first class.

23. Data Protection

- 23.1 All information provided to SAL will be treated confidentially and shall not be passed to third parties, except where necessary to complete a sale transaction.
- 23.2 SAL reserves the right to pass on information when required by legislation, government authorities or the courts.
- 23.3 SAL shall also have the right to use any personal information to notify you of further auctions and future events, unless you notify us that you do not consent to receive notifications of future events.