

COYS

FOUNDED 1919

SPECIALISTS IN FINE HISTORIC AUTOMOBILES VALUERS AND AUCTIONEERS

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Proprietor Coys of Kensington Automobiles.

AUCTION ENTRY FORM & PRIVATE TREATY SALE

Name/Title (status if other than owner)						
Address						
		Private Tel. No.	Business Tel. No.			
Postcode	E-Mail.		Fax No.			
Make of Vehicle		Model or Type	Date of Manufacture			
Registration No.	Chassis No.	Engine No.		Cubic Capacity		
Body style		Coachbuilder	No. of Cylinders			
Exterior Colour	Interior Colour		Date of Restoration			
General Condition		Please Indicate:				
MOT (date of expiry):		Engine	Poor	Fair	Good	Excellent
Road Fund Licence (date of expiry):		Body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estimated Value:		Chassis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Documentation i.e V5 etc - please list:		Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Transmission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
History of Vehicle (including modifications from original)						
<ol style="list-style-type: none"> I appoint you to offer the vehicle described above for sale by auction as my agent. I agree that the sale will be conducted according to your Conditions of Business overleaf and to bound by these conditions. I agree to pay your commission at 10% of the hammer price or as otherwise agreed in writing plus VAT. I am to arrange for the delivery of my vehicle to the auction venue at my expense. I am responsible for insurance of my vehicle until I receive notification that it has been paid in full. I warrant that: <ol style="list-style-type: none"> I am the owner of the vehicle or am properly authorised to sell the vehicle by the owner free from an lien or encumbrance; The vehicle may lawfully be used on a road and there is in force any test certificate required by law. I have notified you in writing if the vehicle cannot lawfully be used on a road or of any material alterations of which I am aware or any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the vehicle and provided you with all such information in my possession; (iii) I shall indemnify you against all losses, expenses or other costs which are caused by my breach of the above warranties or your Conditions of Business. You have the right to withdraw my vehicle from the sale if it does not appear at auction in the condition as described by me for any reason. I agree that your decision shall be final and accept that the entry fee or any other cost incurred by myself or my agent shall not be refunded. I understand that I may withdraw my vehicle from the auction. If I do so, I agree to pay you a fee calculated under Condition 14 over leaf. If my vehicle is not sold at auction you have the right to offer the vehicle for sale by private treaty. Any sale by private treaty shall be subject to your Conditions of Business. I authorise you to disclose my identity to the prospective buyer. I agree to no reserve/a gross reserve of £/€ <input type="text"/> on my vehicle (delete as appropriate) and that you may sell my vehicle at less than the reserve provided you return to me the sum that I would have received had it been sold at the reserve price. I enclose a colour cataloguing fee of £350.00 including VAT. 						
Signature of Seller		Date of Auction	Ref No.	Lot No.		
Date			OFFICE USE ONLY	OFFICE USE ONLY		

ALL TRANSACTIONS UNDERTAKEN IN ACCORDANCE WITH THE STANDARD TRADING CONDITIONS OF COYS AS PRINTED OVERLEAF

CONDITIONS OF BUSINESS GENERAL

The following conditions together with such other terms, conditions and notices as may be set out in any relevant catalogue apply to all sales by Coys at auction or to any retail sale subsequent to auction. It is the intention of Coys that all terms between it and the Seller and the Buyer are contained in the Conditions.

DEFINITIONS

1. Coys means Coys of Kensington Automobiles

1.1 "Seller" means the person who offers the Lot for sale

1.2 "Seller's Commission" shall have the definition given in Condition 8

1.3 "The Auction" means the auction sale in respect of which a Lot is consigned for sale

2. Governing Law

All transactions to which the conditions apply shall be governed by English Law and Coys, the Seller hereby submits to the exclusive jurisdiction of the English Courts

3. Coys as Agent

Coys sells as agent for the Seller (except where it is expressly stated to be selling as principal) and is not liable for any act or default by the Seller or the Buyer. All sales are to be presumed to be sales on behalf of private individuals unless specifically notified to the contrary in the catalogue, or elsewhere in writing.

4. Coys' Discretion

4.1 If Coys is notified about the Seller's alleged breach of any of the Conditions before it has remitted the Sale Proceeds to the Seller, it may at its sole discretion, withhold payment until that dispute is resolved. Coys may, however, deduct any sums that are due to it from the sum held.

THE SELLER'S CONDITIONS

5. Warranty by Seller

5.1. The Seller warrants to Coys in the terms of sub-paragraphs (a) to (c) that :-

(a) 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 (ownership) free from all encumbrances and third party claims;

(b) The Seller has notified Coys 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 Coys with all such information in the Seller's possession;

(c) The Seller of a Lot not in the possession of Coys on its premises or under its control warrants and undertakes that the Lot will be available and in a deliverable state on demand by the Buyer.

5.2. The Seller warrants that the information about the Lot given to Coys, and statements made about it, are true.

6. Vehicle Registration Numbers

6.1. If the Seller wishes to sell the Vehicle but to retain the right to the registration number of the Vehicle, it is the Seller's responsibility to notify Coys in writing either on the Auction Entry Form or sooner.

6.2. It shall be the Seller's responsibility to take all necessary steps to ensure that the current Vehicle registration number is reserved and that a new number is allocated prior to the Vehicle being sold at the Auction and if he does not do so, Coys shall not be responsible for any loss or damage whatsoever arising out of the sale of the Vehicle.

6.3. Coys may, at its own discretion, (without any assumption of responsibility or duty towards the Seller or the Buyer) take such steps to facilitate the reservation or transfer of any particular registration number as it thinks fit in order to assist the Seller or Buyer but strictly on condition that no claim attaches to Coys for taking any such steps whether arising out of Coys' negligence or any other cause whatsoever.

7. Reserves

7.1. The Seller may place a Reserve on any Lot prior to the Auction and once placed by the Seller may not be changed without the written consent of Coys. All Lots will be sold without Reserve unless a Reserve has been agreed by Coys in writing.

7.2. Where a Reserve has been agreed, only Coys may bid on behalf of the Seller. If the Seller makes such bid, then the Auctioneer may knock the Lot down to the Seller without observing any Reserve and the Seller shall pay to Coys the Buyer's Premium in addition to the Seller's Commission and Expenses.

7.3. Where a Reserve is agreed, Coys may sell a Lot for less than the Reserve but shall account to the Seller as if the Lot had been sold for the Reserve.

7.4. Where no Reserve has been placed, the Seller may bid either personally or through the agency of any one person.

7.5. If no Reserve has been placed on a Lot, Coys 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.

8. Commission and Expenses

8.1. Coys shall be entitled to deduct from the Hammer Price and retain a Commission of 10 % plus VAT (or, in the case of automobilia, 15% plus VAT) or such other sum agreed by Coys in writing and Expenses and any other sums due from the Seller to Coys.

8.2. The Seller acknowledges Coys right to retain the Premium payable by the Buyer.

9. Photography and Illustrations

The Seller permits Coys without payment to photograph and make illustrations of any Lot and to use at its discretion any photograph or illustration of or in respect of a Lot supplied by the Seller, whether or not in conjunction with the Auction. The copyright in all photographs taken and illustrations made of any Lot by or on behalf of Coys shall be the absolute property of Coys.

10. Coys' Estimates and Descriptions

10.1. Coys make no warranty or representation as to the anticipated or likely selling price of any Lot. Any estimate given by Coys, 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 Coys' sole discretion and should not be relied upon as a indication of the actual selling price.

10.2. Coys shall not be liable to the Seller for any error or mis-statement in or omission from the description of any Lot in any Catalogue.

10.3. Coys has no duty to the Seller to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

11. Unsold Lots

11.1. Where any Lot fails to sell, Coys will have the sole and exclusive right to sell the Lot by private treaty within 14 days of the Auction date.

11.2. In the event that Coys sells the Lot by private treaty pursuant to Condition 11.1, Coys shall account to the Seller for a sum not less than the sum due to the Seller as if the Lot had been sold for the Reserve.

11.3. Any sale by private treaty shall be subject to the Conditions or to commission and Expenses as if it had been sold by Auction.

12. Insurance

12.1. The Lot shall at all times remain at the risk of the Seller until ownership of the Lot passes from the Seller under these Conditions.

13. Payment of Sale Proceeds

13.1. Coys shall pay the Sale Proceeds to the Seller not later than 35 days after the Auction, or within five working days after receiving cleared funds from the Buyer, whichever shall be the later.

13.2. Unless an alternative method of payment has been agreed by Coys in writing, payment shall be made by sending to the Seller a cheque drawn on Coys' client account by first - class post at the Seller's risk. .

13.3. Coys reserves the right not to remit the Sale Proceeds to the Seller unless the Seller has deposited with Coys the V5 registration document in the case of a UK registered vehicle or, in the case of a non-UK registered vehicle, the appropriate documents of title (ownership) relevant and appropriate to the country of registration of the vehicle, and any other documentation relating to the vehicle in the Seller's possession or control which he agreed with Coys to supply.

14. Withdrawal Fees

14.1. The Seller may by notice in writing to Coys withdraw the Lot from the Auction. If the Seller does so prior to the publication of the Catalogue he shall be liable to pay Coys 10% or an amount equal to the commission Coys would have received from the Seller if less than 10% of the estimated value of the Lot. The estimated value shall be the higher of:-

(a) The Seller's estimate of value as previously notified to Coys or, if more than one figure, the highest figure or if none;

(b) The value estimated in the Catalogue, or if more than one figure is given, the highest figure;

(c) Plus in either case VAT on such fee and Expenses.

14.2. A fee equal to the commission referred to in 14.1 above plus an amount equivalent to the Buyer's commission being 15% and VAT and Expenses will be charged if the Lot is withdrawn after a Catalogue referring to the Lot shall have been published.

14.3. In the event that the Seller withdraws the Lot from the Auction, the Seller shall arrange for collection and removal of the Lot at his own expense within two working days after the date of withdrawal provided that the Seller may not collect the Lot unless and until any withdrawal fee payable under Conditions 14.1 and 14.2 shall have been paid in full.

14.4. The Seller shall reimburse to Coys any legal or other costs reasonably incurred by it in investigating any claim concerning the ownership of a Lot and/or the Seller's right to sell the Lot, the accuracy of the description of the Lot contained in the Catalogue or in defending any claim relating thereto and Coys shall be entitled to withhold the amount of such costs from any payment due to be made to the Seller in accordance with Condition 13.

15. Removal and Storage

15.1. The Seller shall arrange for the removal of any unsold Lot by 1.00 pm the day following the Auction or by such other time as agreed by Coys.

15.2. Failure to remove any unsold Lot pursuant to Condition 15.1 above will entitle Coys to charge the Seller any removal, storage, insurance and other Expenses in accordance with the "General Information" section of the catalogue.

15.3. If within 28 days after the Auction the Seller fails to give instructions to Coys regarding the disposal of the Lot, Coys shall have the exclusive right to sell the Lot by private treaty and to deduct from the sale price any sums owing to Coys or by Auction without Reserve and to deduct from the Hammer Price any sums owing to Coys.

16. Miscellaneous

16.1. The benefit and burden of the Conditions may not be assigned by the Seller or the Buyer without Coys' prior agreement in writing.

16.2. If any Condition or any part of any Condition shall be held to be unenforceable or invalid such unenforceability or invalidity shall not affect the enforceability and validity of the remaining conditions or the remainder of the relevant condition.