



CLWYD CAR AUCTIONS LTD
 CLWYD AUCTION CENTRE
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TERMS & CONDITIONS FOR SELLING CLWYD CAR AUCTIONS LTD

E. The seller shall be liable to pay to CCA upon demand any entry fee or fees, commission or other sums due to CCA whether or not payment is received from the buyer.

F. CCA shall be entitled to charge a parking fee in accordance with Condition 19 herein.

18. PASSING OF PROPERTY

A. The property in the vehicle shall not pass to the buyer until the price and the buyer's fee has been paid to CCA and any cheque or other instrument tendered in payment has been cleared. Until property passes the seller reserves the right to dispose of the vehicle.

B. Condition 18A herein shall prevail notwithstanding the fact that the buyer is an account customer of CCA and/or the fact that CCA permits the buyer to remove the vehicle from the auction premises and/or waives any of the provisions of Conditions 20B to G herein.

C. If any cheque given by the buyer is not honoured on first presentation the seller (without prejudice to his other rights) shall be entitled to enter upon any premises of the buyer to repossess the vehicle.

19. RISK AND PARKING FEES

A. At all times from the delivery of a vehicle to CCA whether at the auction premises or elsewhere until the vehicle is sold or removed by the seller (including any time during which the vehicle is being tested or demonstrated on the auction premises, a public highway or elsewhere) the vehicle is at the risk of the seller. From the time when a vehicle is sold (and notwithstanding Condition 18 herein) it is at the risk of the buyer.

B. A vehicle, whether or not sold, which is not removed from the auction premises by close of business on the second day after the auction shall thereafter incur a parking fee at such daily rate as is stated in a written notice displayed at the auction premises as being the then applicable sum hereunder and CCA shall have a lien on the vehicle in respect of any unpaid parking fees.

20. PAYMENT BY THE BUYER

A. The price and the buyer's fee must be paid by the buyer to CCA.

B. The minimum deposit is whichever of the following is the higher, namely 10 per cent of the price or such sum as is stated in a written notice displayed at the auction premises as being the then applicable sum under this Condition.

C. Save when E or F herein apply the minimum deposit must be paid in cash or by banker's draft to the rostrum clerk immediately after the fall of the hammer.

D. Save when E or F herein apply the balance of the price must be paid by cash, banker's draft or cheque delivered to CCA by not later than 12 noon on the first working day after the auction.

E. When the buyer is an account customer he may pay the price by cheque provided that:-

(i) he ensures that immediately after the fall of the hammer his name is recorded by CCA and he produces such evidence as CCA may require that he has an account with CCA;

(ii) during or not later than one hour after the auction he tenders a cheque for the price to CCA;

(iii) he produces his CCA cheque account card when he tenders his cheque;

(iv) his cheque is drawn on the bank named on the cheque account card and is for a sum not in excess of the cheque limit stated on the cheque account card.

(ii) during or not later than one hour after the auction the dealer does the things required by sub-conditions 29E(1) to (3).

G. No one except an account customer or an Accredited Exchequer Scheme Dealer shall be entitled to remove a vehicle from the H. CCA shall be entitled to waive or vary B to E herein whenever CCA sees fit and CCA shall not incur any liability to the seller as a result of such waiver or variation.

I. CCA shall be entitled to grant account facilities to customers whenever and on such terms as CCA sees fit.

J. Save when the buyer rescinds the contract under Conditions 15 or 16 herein and save when Conditions 5H or 24B apply a deposit paid by the buyer shall not in any circumstances be refundable or refunded to the buyer.

21. PAYMENT BY CCA TO THE SELLER

A. CCA shall not be obliged to pay the price or any deposit to the seller unless and until CCA has received the price or any such deposit and any cheque given in respect thereof has been cleared.

B. CCA shall be entitled to deduct from or set off against any payment made to the seller any debt due from the seller to CCA and any unliquidated claim which CCA may have against the seller.

C. The seller agrees that if CCA in fact pays to the seller the price less any deductions authorised by B herein before the price has been paid to CCA or before any cheque or other instrument given in respect thereof has been cleared then the seller's title to the vehicle and all the seller's rights arising under and in connection with the contract of sale shall forthwith be transferred to CCA. If requested to do so the seller will execute a legal assignment to CCA of the seller's title and the said rights.

D. If the contract is cancelled under Condition 5 or rescinded under Conditions 15 or 16 CCA shall be entitled to withhold the price or any deposit from the seller and to refund the same to the buyer.

E. If CCA has reasonable grounds to believe:

(1) that the seller was not entitled to sell the vehicle; or

(2) that the seller should have notified CCA in the entry form or otherwise that he was not the owner of the vehicle but failed to do so; or

(3) that any facts which the seller notified to CCA in the entry form or otherwise concerning the ownership of the vehicle were inaccurate;

then CCA shall be entitled to withhold any sum which would otherwise be payable by CCA to the seller until the seller establishes to the satisfaction of CCA that the seller was not in breach of any express or implied term of the contract of sale and if the same is not established within a reasonable time:-

(a) to retain any such sums until all questions of title have been resolved;

(b) to pay any such sums to anyone who to the reasonable satisfaction of CCA establishes title to the vehicle;

(c) to interplead and to pay any such sums into Court.

F. In the event that CCA becomes liable to pay interest to any person by reason of the fact that CCA retained any such sums as aforesaid CCA shall be entitled to recover such interest from the seller.

22. RE-SALE WHEN SELLER AT FAULT

A. The seller shall be deemed to have authorised CCA to auction a vehicle "as seen" at the auction next occurring at the auction premises if CCA has notified the seller:

(1) that the contract has been rescinded under Condition 15 herein; or

(2) that the vehicle was not sold when it was before the rostrum; and if the seller fails by the end of the working day next following the receipt or deemed receipt of such notification to instruct CCA as to the action which the seller requires CCA to take.

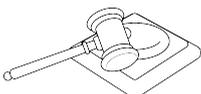
B. Notification given by post to the seller at the address recorded for him in the entry form shall be deemed to have been received by the seller in the ordinary course of post whether or not the letter containing such notification is returned to CCA by the Royal Mail.

23. DEFAULT BY THE BUYER

A. If any cheque given to CCA by the buyer is not honoured on first presentation or if the buyer has in any way failed to comply with his obligations to pay for the vehicle CCA shall be entitled but not obliged:-

(1) to sue in CCA's own name on the cheque or for the price;

(2) to re-present any cheque;



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