

Eastbourne Car Auctions Limited - Standard Terms & Conditions of Sale & Entry
(effective from 19/8/2025)

ENTRY

1. Two auctions are held each week, on Wednesday at 11.00am and Friday at 3.00pm.
2. Each vehicle must be accompanied, at the time of entry, with the following:
 - Vehicle Registration Document (if this is not present the vehicle will be sold without)
 - Current MOT Certificate
 - Completed Eastbourne Car Auction Entry Form (all sections)
 - Personal ID relating to the vendor; either a photo driving license or passport accompanied by a recent domestic utility bill
3. All vehicles registered more than ten years ago, **must be entered without reserve** unless the vendor is prepared to pay a minimum sale fee each time the vehicle is entered into a sale and remains unsold.
4. All vehicles left on the premises are left at the current owner's risk, whether parked for sale or awaiting removal.
5. All vehicles entered are accepted in good faith by Eastbourne Car Auctions and therefore confirmation of the vendor's title to dispose of the said vehicle is not guaranteed by the auctioneers at any time.
6. The description of each vehicle is checked by Eastbourne Car auctions but it is a condition of sale that, where facts have been intentionally misrepresented to mislead or confuse, the vehicle will be **"Sold As Seen"**.
7. If the vehicle entered is considered by the auctioneers to be unsuitable for inclusion in the sale, it may be refused entry.

SALE

1. A contract of sale shall be deemed to have been completed between the owner/entrant and the purchaser, once the fall of the hammer has taken place. Any legal claim that may arise out of the respective contract is not the liability of Eastbourne Car Auctions Ltd.
2. Once the sale has been transacted and finalised to the satisfaction of the auctioneers, a compulsory buyer's premium policy must be taken out by all purchasers as cover against any dispute with regard to title of ownership. The buyer's premium is automatically charged to all purchasers.
3. A further charge will be made on all vehicles to cover administration.
4. VAT is payable on all auction charges.
5. The purchaser must pay the full amount of the purchase price on the day of the sale, or a minimum deposit of £500.00 to reserve the vehicle. The deposit is not refundable should the purchaser fail to pay the balance within 24 hours of the sale. In such cases the contract becomes void.
6. Safeguards for purchasers, whereby a contract can be cancelled, are dependent on the following two factors:
 - a) Where the vendor offers a trial the purchaser will have the option to take it up to the end of sale
 - b) Where the vendor does not offer a trial, or if the purchaser does not take up the trial, the purchaser will accept the vehicle **"Sold as Seen"**
7. If the end of sale trial option is taken up the purchaser will have up to one hour from the end of sale to have a **five minute test drive**.
8. The purchaser must make full payment for the vehicle (including all fees and VAT) before the trial is undertaken.
9. The trial will be conducted by an appropriate member of ECA staff (and may be accompanied by the purchaser) who will check the following conditions:
 - **CLUTCH** - that the clutch is operating correctly and that there is no noise from the dual mass or clutch release bearing
 - **ENGINE** - that there are no major oil leaks or any signs of overheating.
 - **GEARBOX/AUTOMATIC TRANSMISSION** - that all gears can be engaged correctly/that the gearbox goes up and down through all the gears
 - **BRAKES** - that the brakes adequately stop the vehicle
 - **STEERING** - that the steering wheel turns in both directions without knocking or resistance
10. The End of Sale Trial is limited to the above mentioned items only. No further inspections or investigations will be undertaken during the trial. **The decision of ECA at the End of Sale Trial is final and binding; concerns cannot be raised nor discussion entered into after the trial period is over.**
11. All vehicles are sold by the date of their first registration and not manufacturer's model or serial number. Vehicles imported into GB are sold as having been first registered as per the details shown on the registration document - this does not imply that the vehicle is not older than the registration date shown.
12. If the sale is cancelled due to vendors misrepresentation, the minimum commission and entry fee will be payable to withdraw the vehicle. If that vehicle was offered with an End of Sale Trial that fee will also be payable.
13. In the event of any dispute title to the vehicle will not be passed to the purchaser until that dispute is resolved by ECA.
14. When purchasing vehicles from ECA all customers must be aware their rights under the Sale of Goods Act 1979 (Amended) are excluded.

AFTER SALE

1. A commission is due to the auctioneers depending on sale price. A further charge will also be made to cover administrations.
2. A charge will be made on all vehicles subject to a Hire Purchase, Leasing or Contract Hire Agreement, whether or not this fact has been declared by the entrant.
3. VAT is payable on all auction charges.
4. Vehicles not sold at the auction but subsequently sold to persons attending the sale, shall be liable to the full agents commission.
5. Any vehicle Sold as Seen or without a current MOT certificate (if legally required) must not be used on the public highway until all the legal requirements are satisfied, and should be transported from the sale.
6. Once a vehicle is sold it must be paid for and removed from the auction premises within twenty four hours of the sale, if not a parking charge of £15.00 per day will automatically be made. In cases where sold vehicles are not removed for seven days or more, they can at the auctioneer's discretion be put up for resale whether or not the full purchase price has been paid.
7. Payment must be made by Same Day Bank Transfer (CHAPS or FastPay) or Cash up to £9,000 per sale (not per vehicle) in accordance with money laundering regulations. Cash payments in excess of £500 will attract a handling fee of 3% + vat. We do not accept any other form of payment.
8. Purchasers are responsible for taxing the vehicle in accordance with the rules set out by the DVLA.
9. ECA will notify DVLA of the new keeper's details for every vehicle sold but it is the responsibility of the vendor to seek confirmation from DVLA that the information has been updated. ECA cannot be held responsible for any failure of DVLA to update their records.
10. Should the age of the vehicle be incorrectly quoted, money paid by the purchaser is refundable.
11. As the purchaser's agent, the auctioneers reserve the right to nullify a sales contract up to a period of seven days from the date of sale, if the vehicle sold is found to have been a total insurance loss and was bought in good faith, the relevant facts not disclosed on the entry form. This does not apply to correctly repaired vehicles.
12. In the event of a cancelled sale which results from a failed end of sale trial the purchaser will be refunded the vehicle purchase price and any auction fees charged excluding the end of sale trial fee.
13. In the event of a cancelled sale which results from a failed end of sale trial the vendor will be charged their normal entry fee, the end of sale trial fee and a cancelled sale fee.
14. In the event of a cancelled sale which results from a failed end of sale trial the vehicle will not be offered for sale again, either with or without a trial, unless the issues found in the trial are disclosed or rectified.
15. The Auctioneers reserve the absolute right, at their sole discretion and without incurring any liability, to cancel the sale at any time should they deem any aspect of the sale to be unsatisfactory or otherwise unacceptable.

Please read these terms and conditions carefully. By entering vehicles for sale or purchasing vehicles all parties will be deemed to have read and accepted the current terms and conditions and to be bound by them. These terms and conditions may be varied from time to time; a copy of the Current Terms and Conditions of Sale & Entry is available upon request.

Signed _____ Dated _____