

Bidders Registration Form

Auction Date

FT No.

Official use only

Paddle No.

Official use only

Personal Details

Title:	Name	Contact Telephone No:
Surname:		Business Telephone No:
Address:		Fax No:
Town/City:		Mobile No:
County:	Postcode:	Email:

Bank/Billing Details

Bank Name:	Billing Address:	
Account Number:	Town/City:	
Sort Code:	County:	Postcode:

Identification - Please provide a minimum of two forms of identification: Passport, Drivers License or Bank Card (photocopies or scans only)

Identification Type 1	Identification Type 2
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Telephone/Comission Bids

Historics at Brooklands are instructed to accept telephone/commission bids on the following Lots. I understand that if my bid is successful the purchase price payable shall be the aggregate of the final bid and a buyer premium of 10% together with vat on the commission only. I also understand that all the lots on offer are sold as collector's items and are not sold as operational means of transport. Please indicate if your bid is a telephone bid (Tel.) or commission bid (Com.) by ticking in the relevent box on the table provided below.

Tel.	Com.	Lot No.	Description	£ (Com. bids only)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature

Under these Terms and Conditions (see reverse), the Auctioneer's and the Seller's liability in respect of the Lot, its quality, its manufacturer, its value, its model description, its date of creation, its provenance, its prior owners, its component parts, its manufacture, its service history, any remedial work carried out on it, its road/air/seaworthiness, its safety, its heritage, its compliance with any relevant laws or regulations, its fitness for any purpose and its conformity with any description are limited. You are strongly advised to review these Terms and Conditions carefully, to examine the Lot for Yourself and/or obtain legal advice or an independent examination of the Lot before You Bid and thereby make an offer to purchase it.

Please indicate Your acceptance of these Terms and Conditions by signing below:

Bidders Name

Approval Name

Bidders Signature

Date

Approval Signature

Date

Historics Classic and Sportscar Auctions - Terms and Conditions

1. Definitions

In these Terms and Conditions the following definitions shall apply:

“**Auctioneer**” Historics Classic and Sportscar Auctions Limited (Company No. 06997410) with a registered address at Main Building, Thorney Business Park, Thorney Lane North, Iver, Bucks SL0 9SH and where appropriate its officers, employees and agents;

“**Bid**” an offer to purchase a Lot at a price given by the Auctioneer;

“**Buyer’s Commission**” a commission payable by You (in addition to the Purchase Price) as a condition of Your purchase of a Lot and calculated in the manner described at Clauses 10 and 11;

“**Catalogue**” the list of Lots that the Auctioneer publishes in advance of a Sale;

“**Lot**” an item or items consigned to, and advertised by, the Auctioneer with a view to its/their inclusion within a Sale and identified within a Catalogue by a Lot number;

“**Purchase Price**” the amount of the highest Bid on a Lot at the moment When the Hammer Falls plus VAT on that sum;

“**Resale Rights**” the statutory right of any third party to receive a payment on a disposal of a Lot (or any part of it) including, but not limited to, those set out in the Artists Resale Right Regulations 2006;

“**Reserve**” the minimum price at which a Lot may be sold as stipulated by the Seller and whether communicated to You before, during or after the Sale;

“**Sale**” the auction sale at which a Lot is to be made available for sale through the Auctioneer;

“**Seller**” the person who offers the Lot for sale as identified in the Catalogue;

“**When the Hammer Falls**” the moment that a Lot it is knocked down to You which occurs upon the fall of the Auctioneer’s hammer following your highest Bid when no higher Bid has been made for the Lot; and

“**You**” the person making Bids;

2. The Contract of Sale

The Seller invites you to offer to purchase the Lot as the principal to a contract for the sale of the Lot by making Bids for the Lot, such contract, if concluded, being made between the Seller and You.

The Auctioneer acts in the capacity as a facilitator and not as the Seller’s agent or as an additional principal and the Auctioneer shall have no liability to You in respect of the Lot, its sale or the contract for the sale of the Lot.

The Auctioneer reserves the right, without giving any reasons, to withdraw any Lot from the Sale or to cancel any auction in respect of a Lot at any time prior to the moment When the Hammer Falls.

The Auctioneer reserves the right, without giving any reasons, to refuse to allow You to attend a Sale, to refuse You permission to make Bids or to ignore

Your Bids at any time prior to the moment When the Hammer Falls.

A binding contract between You and the Seller under which Your offer to purchase the Lot for a consideration equal to Your highest Bid (plus VAT) is made When the Hammer Falls at which point, subject to Clause 3 below (reserves), the Seller accepts Your offer to purchase the Lot.

You cannot reduce or cancel a Bid once it has been made and the Auctioneer’s decision as to whether or not a Bid has been validly made shall be determinative.

3. Reserves

Where the Lot is subject to a Reserve, and notwithstanding that the Lot may have been knocked down to You upon the fall of the Auctioneer’s hammer following your highest Bid, the Seller’s acceptance of your offer to purchase the Lot at Your highest Bid is conditional on Your highest Bid being equal to or higher than the Reserve.

If Your highest Bid is not equal to or higher than the Reserve neither You, the Seller nor the Auctioneer will have any liability to proceed with the sale or transfer of the Lot and the Auctioneer will notify You as soon as reasonably practicable.

4. Variations

In all cases any additional or alternative terms and conditions:

(a) printed in the relevant Catalogue;

(b) set out in any written contracts for sale provided to You by the Auctioneer; or

(c) notified by oral announcements made at any time by the Auctioneer before the moment When the Hammer Falls shall take precedence over the terms and conditions shown below and if You place any Bid You shall deemed to be making an offer upon these terms and conditions as varied by any of the additions/variations referred to at (a) to (c) above.

5. Seller’s Undertakings

The Seller undertakes to You that:

(a) the Seller is the owner of the Lot or is duly authorised as an agent (whether such agency is disclosed or not) for a principal who is the owner to sell the Lot (and where the Seller acts as an agent for the owner of the Lot the Seller as agent and the principal shall be jointly and severally liable as such to sell the Lot); and (b) save as may be disclosed in the Catalogue, the Seller sells the Lot with full title guarantee free from all liens, charges, encumbrances and third party claims or, where the seller is the executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot.

6. Your Undertaking

You undertake to the Seller and the Auctioneer that You are placing Bids in order to purchase and own a Lot Yourself and You are not making Bids as an agent for a principal. You accept that When the Hammer Falls You cannot avoid being personally liable to complete the purchase of the Lot by claiming that you are acting as the agent of a third party principal.

7. The Description of the Lot

The Lot is not sold as corresponding with any description in the Catalogue or any statement or representation made in writing by, or on behalf of, the Auctioneer.

8. Exclusions and Limitations of Liability

Without limiting the provisions of Clause 7 above neither the Seller nor the Auctioneer makes or gives any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or shall be deemed to have any duty of care, in relation to any description of the Lot or any fact or statistic applied or made in relation to it. In particular, neither the Seller nor the Auctioneer shall have any liability (whether implied by the Sale of Goods Act 1979 or otherwise) in respect of the Lot’s quality, manufacturer, value, model description, date of creation, provenance, prior owners, component parts, manufacture, service history, road/air/seaworthiness, safety, heritage, any remedial work carried out on it, its compliance with any relevant laws or regulations, its fitness for any purpose or its conformity with any description. Without limiting the provisions of Clauses 7 and 8 above to the fullest extent permitted by law neither the Seller nor the Auctioneer nor any associated company shall be liable to You for any indirect special or consequential loss or damage (including but not limited to loss of profit or loss of saving), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with these Terms and Conditions, the sale or supply of any Lots or their use or resale by You. Without limiting the provisions of Clauses 7 and 8 above the Seller’s and the Auctioneer’s liability to You for any claim arising in relation to the Sale will be limited to the payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot. Notwithstanding the above, nothing in these terms and conditions excludes or limits either the Seller’s or the Auctioneer’s liability in respect of their fraudulent misrepresentation or any death or personal injury arising out of their negligence or any other liability to the extent the same may not be excluded or restricted as a matter of law.

9. Risk, Property And Title

Subject to Clause 3 above (reserves) risk in the Lot passes to You When the Hammer Falls. The Seller and the Auctioneer will not be responsible thereafter for the Lot prior to you collecting it from the Auctioneer, and You must make Your own arrangements to ensure the safekeeping of the Lot. Subject to Clause 3 above (reserves) You hereby indemnify the Seller and the Auctioneer and keep them fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to or by the Lot after the moment When the Hammer Falls until the moment title to the Lot passes to you in the manner described below.

Title to the Lot remains in and is retained by the Seller until all of the following have occurred:

(a) the Purchase Price, the Buyer’s Commission and all other sums payable by you to the Auctioneer and the Seller in relation to the Lot have been paid in full to, and received in cleared funds by, The Auctioneer; and (b) You have collected the Lot in accordance with Clause 13 below, you accept that it is Your responsibility to procure and complete any and all paperwork to perfect Your title to any Lot and to record your interest in, and responsibility for, the Lot with any relevant authority.

10. Buyer’s Commission

It is a condition of the contract for the sale of the Lot to You that You pay to the Auctioneer the Buyer’s Commission which is a sum equal to 10% of the Purchase Price (plus VAT) and which represents part of the consideration due to the Auctioneer for the Auctioneer’s facilitation of the sale of the Lot. In the event that the sale of the Lot to You is not completed because of any breach by You of these Terms and Conditions You undertake to compensate the Auctioneer in full in respect of the Buyer’s Commission that would have been payable along with any other commission that would have been due to the Auctioneer from the Seller if the sale of the Lot had been completed [plus VAT where applicable]. In the event that You attend at a Sale, the Lot is not sold (or does not meet its Reserve) but during or within [3 months] after the Sale You enter into a commitment with the Seller or any related company to acquire any interest in the Lot (or any part of it) You also undertake to simultaneously pay the Auctioneer 10% of the total price payable to the Seller or any related company for the interest in the Lot [plus VAT]. Items purchased via i-bidder attract an additional charge of 1% plus VAT on the hammer price.

11. Resale Rights

You agree that in the event that the sale of any Lot is subject to a Resale Right it will, as between You, the Auctioneer and the Seller, be Your responsibility to establish whether or not the Resale Right applies, to establish to whom any payments must be paid, to establish what payments or royalties might be due under it and to make any such payment in full and you hereby indemnify the Auctioneer and the Seller against any failure on Your part to do so. Notwithstanding what is said above in the event that the sale of any Lot is subject to a Resale Right the Auctioneer shall have the right, but not the obligation, to increase the Buyer’s Commission by an amount equivalent to the amount due from the Seller, the Auctioneer and/or You in respect of the Resale Right and to make the Resale Right payment itself. In the event that the Auctioneer exercises that right it shall notify You in advance and it shall also be entitled to further increase the Buyer’s Commission in order to recover all costs and expenses (including interest and legal costs) incurred by it and relating to the Resale Right payment.

12. Payment

Subject to Clause 3 above (reserves) Your obligation to pay the Purchase Price and the Buyer’s Commission arises When the Hammer Falls. Time will be of the essence in relation to payment of all sums under these Terms and Conditions and unless the Auctioneer agrees in writing to the contrary all such sums must be paid to The Auctioneer by You in pounds sterling in the manner required by the Auctioneer [within 1 day of [on the day of the Sale] after the moment When the Hammer Falls]. If You do not pay any sums due strictly in accordance with this Clause 12, the Seller (subject always to the prior written agreement of the Auctioneer) and the Auctioneer will have the right, without further notice to You, to exercise one or more of the following rights: (a) to terminate (without damages or penalties arising on the part of the Auctioneer or the Seller) immediately the contract for Your purchase of the Lot for Your breach of contract; (b) to immediately re-advertise or sell the Lot by auction, private treaty or any other means; (c) to retain possession of the Lot; (d) to remove and store the Lot at alternative premises at Your expense; (e) to take legal proceedings against You for any sum due and/or damages for breach of contract; (f) to increase Your liability to include interest on any outstanding sums due from the date when such payment was due until the date of actual payment at a rate per annum determined under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (or any higher rate implemented under any legislation that replaces or repeals that section) and notwithstanding that You may not be acting in the course of a business, plus any reasonable and identifiable costs including legal fees incurred in recovering these sums; (g) to retain possession of any other property sold to You by the Seller at the Sale or by any third party an any other auction or by private treaty until all sums due under the contract for Your purchase of the Lot shall have been paid in full in cleared funds; (h) to retain possession of, and to sell any of Your other property in the possession of the Seller and/or the Auctioneer (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to You) and to apply any monies due to You as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to The Auctioneer; and (i) so long as such goods remain in the possession of the Seller or The Auctioneer as its bailee, to rescind the contract for the sale of any other goods sold to You by the Seller at the Sale or by any third party an any other auction or by private treaty and apply any monies received from You in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to The Auctioneer by You. You agree to indemnify the Seller and the Auctioneer against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to the Seller or the Auctioneer in order to obtain the release of the Lot) incurred by the Seller or the Auctioneer (whether or not court proceedings will have been issued) as a result of the Seller or the Auctioneer taking steps under this Clause 12 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified above from the date upon which the Seller and/or the Auctioneer become liable to pay the same until payment by You.

13. Collection of the Lot

Unless otherwise agreed in writing by the Auctioneer, the Lot will be released to You only when the Auctioneer has received cleared funds to the amount of all sums owed by You to the Seller and to the Auctioneer. You will collect and remove the Lot at your own expense from the Auctioneer’s (or the Seller’s) custody and/or control in accordance with the Auctioneer’s instructions or requirements. You will be wholly responsible for packing, handling, insurance and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot. You will be wholly responsible for any removal, insurance, storage or other charges or expenses incurred by the Auctioneer or the Seller if you do not remove the Lot in accordance with this Clause 13 and will indemnify the Auctioneer and the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Auctioneer and the Seller by reason of your failure to remove the Lot including any charges due from any third party storage provider. All such sums due will be payable on demand.

14. Data Protection

All information provided by You to the Auctioneer will be treated confidentially and will not be passed on to third parties, except to the extent this is necessary in order to complete a sale transaction provided that the Auctioneer reserves the right to pass on information where this is required by legislation, government authorities or the courts. The Auctioneer shall also have the right to use any personal information obtained from you to notify you of auctions and other events and products of a related nature made available by the Auctioneer or by carefully chosen third parties and the Auctioneer also reserves the right to use the information in an anonymous form, for example in connection with marketing, user surveys and statistical analysis.

15. General

You may not assign either the benefit or burden of the contract for Your purchase of the Lot. The Seller’s or the Auctioneer’s failure or delay in enforcing or exercising any power or right under these Terms and Conditions will not operate or be deemed to operate as a waiver of their rights except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller’s or the Auctioneer’s ability subsequently to enforce any right arising under these Terms and Conditions. Neither the Seller nor the Auctioneer shall be liable for delay in performing or for failure to perform their obligations under these Terms and Conditions if they are prevented from, or delayed in, carrying on their business by acts, events, omissions or accidents beyond their reasonable control. If any term or any part of any term of these Terms and Conditions is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. No person who is not a party to these Terms And Conditions shall have any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999 but, for the avoidance of doubt, the Auctioneer shall be entitled to enforce any term of these Terms and Conditions that confer a benefit on it. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

At the election of the Auctioneer the Seller and You accept that any dispute arising out of or in connection with these Terms and Conditions (including any dispute arising out of the contract for Your purchase of the Lot) may (if the Auctioneer so decides) be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more UK based arbitrators appointed to preside over an arbitration that takes place in London in accordance with the said Rules.