

CHEFFINS

VINTAGE CONDITIONS OF BUSINESS

Terms of Consignment for Sellers

1. Introduction

1.1 All aspects of the relationship between Sellers, Buyers and/or Cheffins regarding the sale, purchase or holding of property by Cheffins are governed by Cheffins' Conditions of Business, including these Terms of Consignment for Sellers, the Conditions of Sale, the Information for Buyers and any additional terms, conditions or notices as may be referred to herein or that may be amended by way of notices posted in the sales offices, catalogues or by way of announcements made by the Auctioneer.

1.2 Sellers' attention is specifically drawn to paragraphs 7, 8, and 11 of the 'Terms of Consignment for Sellers', which contain specific obligations on Sellers and limitations and exclusions of Cheffins' legal liability. These limitations and exclusions are consistent with Cheffins' role as Auctioneers.

1.3 The Seller agrees that all **lots will be offered for sale** in accordance with Cheffins' Conditions of Business.

2. Definitions

Unless otherwise stated, all defined terms have the same meaning in these Terms of Consignment for Sellers as set out in the Conditions of Sale. In these Terms of Consignment for Sellers:

'Net Sale Proceeds' means the Hammer Price of the Lot sold (as received by Cheffins in full and cleared funds from the Buyer), less Seller's Commission, entry fees and any other expenses payable by the Seller to Cheffins in accordance with these Terms of Consignment.

'Seller's Commission' means the commission payable by the Seller to Cheffins in relation to the sale of a Lot which is consigned by the Seller, such commission payable at the date of the sale together with any applicable VAT at the rates set out in these Terms of Consignment or as may otherwise be updated or agreed with Cheffins.

3. Seller's Authority

The Seller authorises Cheffins to act as agent on its behalf and to charge and receive commission from the Buyer at the standard rates set out in the Conditions of Business.

The Seller authorises Cheffins to deduct commission at the **stated/agreed** rate and all expenses incurred for the Seller's account from the Hammer Price, including but not limited to, catalogue and other reproductions and illustrations, any customs duties, licences, marketing, packing, shipping or storage costs, taxes, or bank charges plus an amount in respect of applicable VAT. The Seller consents to Cheffins' right to retain beneficially the premium paid by the Buyer in accordance with Cheffins' Conditions of Sale and any interest earned on the sale proceeds until the date of settlement to the Seller (subject always to payment by the Buyer)

4. Sellers Commission

4.1 Seller's Commission is charged at the following rates:

Class 1 items (as defined in 4.2 below): 5% of Hammer Price

Class 2 items (as defined in 4.2 below): 7.5% of Hammer Price

Class 3 items (as defined in 4.2 below): 7.5% of Hammer Price

Class 4 items (as defined in 4.2 below): 10% of Hammer price

4.2 Definitions:

Class 1 items: Steam Engines

Class 2 items: Tractors, Vehicles including all commercial, private, light goods and four wheel drives

Class 3 items: Motorcycles

Class 4 items: All other items

4.3 VAT at the standard rate will be charged on all charges except those detailed in 6.3 below.

5. Sellers Entry Fees

5.1 Entry Fees on all Lots sold, unsold and entered but not forward shall be charged at the following rates:

Class 1 and 3 items £40 per Lot

Class 2 items £15 per Lot

Class 4 items £2.50 per Lot

5.2 VAT at the standard rate will be charged on all charges (including costs of sale for On Site Sales where agreed) except those detailed in 6.3 below.

6. Value Added Tax

6.1 VAT at the standard UK rate will be added to the Hammer Price of all Lots unless the Lot is sold under either the Margin Scheme (including second-hand cars and other vehicles) or the Auctioneers' Scheme when VAT will not be added separately to the Hammer Price. The Auctioneers may choose, entirely at their discretion, to use one or both of these schemes in any Auction for eligible items. Sellers should check with the Auctioneers if either of these schemes are being used in any particular Auction and, if so, whether their item to be entered is eligible for inclusion under the scheme(s). If the item is found to be eligible the Vendor will be required to sign the declaration on the Entry Form to confirm that the item is eligible to be entered under one of the schemes. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. Lots included under one of these schemes will be marked in the catalogue with either an 'm' or an 'a'. The only other exception will be in the case of 'zero-rated' or 'exempt' items. Full details of the Margin Scheme and the Auctioneers' Scheme can be found on the HMRC website www.hmrc.gov.uk notices 718,718/1 and 718/2.

6.2 VAT will be added to the Seller's Commission and Entry Fees and shown separately on all items sold under normal VAT rules and under the Margin Scheme. For items sold under the Auctioneers' Margin Scheme, VAT will be added and shown as an inclusive fee rather than showing separately and will not be recoverable.

6.3 Sellers living outside the UK but within the European Union and who are registered for VAT in their member state will not have VAT charged on their Seller's Commission Charges and Entry Fees for items sold under normal VAT rules or under the Margin Scheme as long as they have supplied the Auctioneers with details of their VAT/Fiscal number allocated in their member state and this is

confirmed by the Auctioneers checking it against the Europa Website. VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Auctioneers' Margin Scheme.

6.4 The VAT charged to the Buyer on the Hammer Price for items entered under normal VAT rules for non-registered UK Sellers and all Vendors from outside the UK will be sent direct to HMRC and not to the seller.

6.5 Sellers from outside the European Union will not have VAT charged on their Seller's Commission and Entry Fee charges for items sold under normal VAT rules or under the Margin Scheme. VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Auctioneers Margin Scheme.

7. Sellers Warranties and Conditions

7.1 The Seller represents and warrants to Cheffins and to the Buyer that at all relevant times (including but not limited to the time of consignment and at the time of sale);

- a) The Seller is the legal owner of the Lot consigned to Cheffins, or is fully authorised to sell the property by the legal owner of it;
- b) The Seller is able to and shall transfer possession to the Buyer good and marketable title to the Lot free from any third party rights, claims or potential claims;
- c) The Seller has provided Cheffins with all information concerning the provenance of the Lot that is known to the Seller and has notified Cheffins in writing of any concerns expressed by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the Lot;
- d) The Seller is unaware of any matter or allegation which would render any description given to Cheffins in relation to the Lot inaccurate or misleading in any way;
- e) The Lot is not stolen;
- f) The Lot has been or will be lawfully imported and lawfully and permanently exported as required by the laws of any country in which it is or was located. Any required declarations upon the export and import of the Lot, including Notification of Vehicle Arrival (NOVA) declarations have been or will be properly made and any duties and taxes on the export and import of the Lot have been or will be paid by the Seller;
- g) The Seller has paid or will pay any applicable taxes and/or duties that may be due on the Purchase Price of the Lot;
- h) The Seller is not aware of any restrictions relating to the Lot (other than those imposed by law) or any restrictions on Cheffins' rights to reproduce photographs or any images of the Lot;
- i) Unless the Seller notifies Cheffins to the contrary, any electrical or mechanical goods or components are in a safe operating condition if reasonably used for the purpose for which they were designed, and are free from any defect not obvious on external inspection which could prove dangerous to human life or health. If any internal parts are missing and this is not obvious from an external inspection the Seller will describe the item as 'incomplete'.
- j) The Seller certifies the Lot is not subject to any hire purchase, lease, contract hire agreement or any other contract which would prevent the passing of good title to the Buyer.
- k) The Seller will notify the Auctioneers in writing if any Lot has been recorded by any insurance company as a 'write off' or has been subject to a major insurance claim
- l) Where Cheffins reasonably believes that there may be a breach of any such warranty or representation, Cheffins is entitled in its sole discretion to rescind the sale.

- m) Items for sale must be consigned to the Auction by any deadline as stated by Cheffins. All costs and expenses incurred for packing, shipping and delivery to Cheffins prior to sale are at the Seller's sole expense.

8. Indemnity

8.1 The Seller agrees to indemnify Cheffins, their respective servants, directors, officers and employees and the Buyer against any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.

8.2 The Seller's representations, undertakings and indemnities will survive completion of the sale of the Lot.

9. Valuation Estimates and Descriptions

9.1 Any valuation estimates given by Cheffins are honestly held opinions and are only an indication of the price a Lot may achieve at the sale. The price achieved may be higher or lower and the Seller may not rely on Cheffins' estimates. Estimates may be revised at any time prior to sale at Cheffins' sole discretion.

9.2 Cheffins may, at its sole discretion, consult with or refer any Lot to a third party for further research or additional expert opinion. Cheffins is in no way obligated to consult any third party expert in relation to any Lot.

9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins exercises reasonable care in compiling descriptions of Lots and any other related reports, consistent with its role as Auctioneers.

9.4 All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves prior to the sale as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords to its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

9.5 Lots may be included in a sale at Cheffins' sole discretion, including how the Lot is described and illustrated in the sale catalogue and any marketing of the Lot.

10. Illustrations

10.1 Lots may be illustrated in the printed sale catalogue, on the website catalogue and on the internet bidding platform website at Cheffins' sole discretion and such illustrations are for identification purposes only.

10.2 The copyright in respect of such illustrations shall be the property of Cheffins, as is the text of the catalogue. The Seller indemnifies Cheffins against any copyright infringement for any illustrations provided by them.

11. Limitation of Liability and Exclusions

11.1 Cheffins is dependent on information from the Seller and is not responsible for any errors or omissions in the information provided by the Seller.

11.2 Cheffins is not liable for any acts or omissions arising from the conduct of auctions or in relation to the sale of any Lot, whether negligent or not.

11.3 Unless otherwise agreed by the Auctioneers in writing, Cheffins total Liability in respect of any breach of these conditions of sale, or breach of duty, negligence or otherwise ('collectively Liability') shall be limited to the Net Sale Proceeds of the relevant Lot and they shall have no liability for a) any loss of profit, or b) any indirect loss or damage.

11.4 The conditions under which the Seller engages Cheffins shall be between the Seller and Cheffins alone and it shall be a condition of the contract that the Seller shall not, in any circumstances, make a claim against any Partner, employee, agent or other representative of Cheffins in connection with the contract or the services that Cheffins provide or agree to provide to the Seller.

11.5 However, Cheffins do not limit a) their Liability in negligence for death or personal injury, or b) their Liability for fraud, reckless disregard of their professional obligations or otherwise, insofar as their Liability cannot be limited.

12. Reserves

12.1 Lots may be offered for sale subject to a reserve to be agreed between Cheffins and the Seller prior to the sale, that is, the minimum Hammer Price at which that Lot may be sold. A reserve once set cannot be changed except with Cheffins' consent. Reserves must be reasonable and Cheffins may decline to offer goods which, in its opinion, would be subject to an unreasonably high reserve.

12.2 Cheffins shall in no circumstances be liable if bids are not received to the level of the reserve. Cheffins may, at its discretion, sell Lots below the reserve provided, if requested, Cheffins pays the Seller the sale proceeds it would have received if the Lot had sold for the reserve.

12.3 All reserve prices must be set out in writing by the Seller and delivered to the Auctioneers office at least 24 hours prior to the sale commencing otherwise no responsibility can be accepted by the Auctioneers for any error in respect of reserve prices.

12.4 Reserves of less than £50 will not be accepted

13. Post Sale

Following the sale, the Seller will be liable to pay Cheffins the Seller's Commission and any other expenses set out in these Terms of Consignment **or as agreed**. All monies due to Cheffins from the Seller will be deducted from the payment of the Hammer Price received from the Buyer.

14. Payment to Seller

14.1 After the sale of the Seller's property, settlement of the Net Sale Price due to the Seller shall normally be made not later than 14 days following the sale, subject always to Cheffins receiving payment of the Purchase Price in full and cleared funds from the Buyer. In the event the Buyer has

not paid for the Lot, at the sole discretion of the Auctioneers, no settlement will be made to the Seller until payment is received.

14.2 Cheffins may take the Seller's instructions regarding recovery of payment, subject to the Conditions of Sale, but it is at Cheffins' sole discretion whether to take any action against a Buyer or seek any of the remedies as set out in the Conditions of Sale. Cheffins is under no obligation to investigate the ability of any Bidder to pay for purchased Lots or to pursue any Buyer for non-payment.

14.3 The Seller agrees to inform Cheffins of any action which it chooses to take against a Buyer in order to enforce payment by the Buyer.

14.4 Any interest earned on Seller's monies will be retained by the Auctioneers.

14.5 Following the sale of any tractors, vehicles or other self-propelled machinery, **where the Seller has stated that a V5** Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale, Cheffins shall not pay over the Net Sale Proceeds to the Seller until such time as the Seller has delivered the V5 Registration Document to the Auctioneers.

14.6 The Auctioneers reserve the right to annul and cancel any sale **where the Seller has stated that the V5** Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale. The Auctioneers reserve the right to apply for a duplicate V5 Registration Document, if one is available, and to charge the Seller the D.V.L.A. fee for such a duplicate together with an administration fee equivalent to 30% plus VAT of the D.V.L.A. charge. Where the Seller does not state the V5 Registration Document is supplied, these charges will not apply. In the event a sale is rescinded, the Seller will be responsible for the cost of any transport incurred in the Lot(s) being transferred to or from the sale site or any other agreed location.

15. Loss and Damage of Property

15.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever to any property, real or personal, including all Lots which remain at the Seller's risk until the risk passes to the Buyer in accordance with condition 15.4 below, whether incurred before, during or after the sale.

15.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury to or death of any person arising out of or in the course of or caused by the sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

15.3 Any Bidder or Buyer who damages a Lot, whether intentionally or negligently, will be held liable for all resulting damage and will pay or reimburse the Auctioneers in full to rectify the same.

15.4 Upon the fall of the hammer the Buyer will be solely responsible for the Lot standing in the sale site.

15.5 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property under Cheffins' insurance policy.

16. Unsold and Withdrawn Items

16.1 In the event that a Lot remains unsold at auction, the Seller authorises Cheffins, at its discretion, to negotiate a sale by Private Treaty following the auction. The charges and expenses as set out in these Terms of Consignment for Sellers will be payable by the Seller as if such Lot had been sold at auction. Insofar as is appropriate, the Conditions of Business are applicable to any such Private Treaty sale. The Auctioneers reserve the right to sell such Lot(s) at the reserve price without further consultation with the Seller.

16.2 If an item is unsold it may, with the Seller's consent, be re-offered at a future auction. The Conditions of Business shall be applicable to any items re-consigned for sale. Where, in Cheffins' opinion, an item is unsaleable, the Seller must **collect/remove** such items from the sale site promptly on being so informed and in any event within 14 days of such notification.

16.3 Alternatively, unsold items may be collected by the Seller within 14 days of the sale in which the Lot was last entered, subject to payment by the Seller of any expenses due to Cheffins.

16.4 Cheffins may, at its absolute discretion, withdraw an item from sale if it reasonably believes that the warranties given by the Seller under the Conditions of Business in relation to that item may be breached, or if they become aware of an actual breach of the warranties in relation to any item. Cheffins will notify the Seller if the Seller's property is withdrawn from sale. The Seller must collect its property promptly on being so informed and in any event within 10 days of such notification.

16.5 For the avoidance of doubt, unsold and withdrawn Lots will not be released to the Seller until all fees and expenses, due to the Auctioneers under these Terms of Consignment for Sellers, have been paid in full to Cheffins by the Seller.

16.6 All Lots brought to the sale site must be offered for sale by auction and must not be sold privately before the sale. In the event that any private transactions take place following a sale whilst the Lot(s) remain on the sale site, they must be notified to the Auctioneers. Such transactions will be treated as a sale of the Lot(s) by the Auctioneers.

16.7 Lots withdrawn by the Seller after specific advertising by Cheffins and/or the printed catalogue and/or the website has been published will be treated as a sale of the Lot(s) by the Auctioneers and the appropriate fees will apply.

17. Transport and Storage

17.1 The Seller is solely responsible for packing and delivery of their property to Cheffins prior to sale, and for collection in the event the property is unsold. Cheffins may agree with the Seller to arrange for a third party shipper at the Seller's expense. Any expenses incurred by Cheffins in relation to transport of Seller's property will be chargeable to the Seller.

17.2 Cheffins is not liable for any loss or damage to any property caused by any third party in relation to handling, packing, transport or storage.

17.3 Any Lot sold or unsold which, without the written consent of the Auctioneers, has not been collected within 6 calendar months from the day it was last sold or offered for sale, will be deemed to have been abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.

18. Auctioneers Right to Annul Sales

In the event of any dispute or refusal to pay or of non-payment on the part of the Buyer, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.