

# MERLIN CAR AUCTIONS



# ENTRY FORM

## SELLER DETAILS

NAME \_\_\_\_\_

HOME PHONE NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

WORK PHONE NUMBER \_\_\_\_\_

MOBILE \_\_\_\_\_

VAT NUMBER (IF APPLICABLE) \_\_\_\_\_

EMAIL \_\_\_\_\_

## VEHICLE DETAILS

REGISTRATION NUMBER \_\_\_\_\_

CHASSIS NUMBER \_\_\_\_\_

DATE FIRST REGISTERED \_\_\_\_\_

IS A VAT INVOICE AVAILABLE? YES  NO

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

COLOUR \_\_\_\_\_

ODOMETER \_\_\_\_\_ KM  MILES

NUMBER OF OWNERS \_\_\_\_\_

NUMBER OF DOORS 2  3  4  5  6

ROAD TAX TO \_\_\_\_\_

NCT TO \_\_\_\_\_

EXTRA FEATURES \_\_\_\_\_

PETROL  DIESEL  GAS  ELECTRIC  HYBRID

RESERVE PRICE € \_\_\_\_\_

CO Number (ON VLC) \_\_\_\_\_

## DECLARATIONS

### HAS THE VEHICLE

	YES	NO
1) BEEN OWNED BY THE GARDA SIOCHANA? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
2) BEEN IN A SERIOUS ACCIDENT OR SUBJECT OF INSURANCE WRITE OFF? . . .	<input type="checkbox"/>	<input type="checkbox"/>
3) ANY STRUCTURAL DAMAGE AND/OR MAJOR BODY REPAIR? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
4) BEEN USED AS A TAXI, HACKNEY OR PRIVATE HIRE? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
5) ANY OUTSTANDING HIRE PURCHASE, LEASE OR OTHER ENCUMBRANCE? . . .	<input type="checkbox"/>	<input type="checkbox"/>
6) BEEN RE-REGISTERED OR IMPORTED? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
7) BEEN WATER DAMAGED? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

## MECHANICAL CONDITION

	OK	NOT OK	DETAILS
1) ENGINE	<input type="checkbox"/>	<input type="checkbox"/>	_____
2) GEARBOX	<input type="checkbox"/>	<input type="checkbox"/>	_____
3) BACK AXLE	<input type="checkbox"/>	<input type="checkbox"/>	_____

**NOTE:** THE ONUS IS ON THE VENDOR TO DECLARE ANY FAULTS AND DEFECTS ON THE VEHICLE. FAILURE TO DO SO MAY RESULT IN THE CANCELLATION OF THE SALE. FEES WILL BE CHARGED IN THIS INSTANCE

I/WE AUTHORISE MERLIN CAR AUCTIONS LTD TO OFFER FOR SALE BY AUCTION OR PRIVATE TREATY THE VEHICLE DETAILED ABOVE. I/WE AGREE TO ABIDE BY THE CONDITIONS OF BUSINESS AS PRINTED OVERLEAF WHICH I/WE HAVE READ AND UNDERSTAND. I/WE AGREE TO PAY COMMISSION AS DETAILED ON THE SCALE OF CHARGES OR TO RECEIVE AN AGREED AMOUNT.

**I/WE UNDERSTAND THAT PAYMENT WILL BE MADE 5 WORKING DAYS AFTER THE SALE PROVIDED THAT THE VEHICLE IS CLEAR FROM FINANCE AND HAS BEEN PAID FOR BY THE BUYER**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## OFFICE USE

ENTRY VERIFIED \_\_\_\_\_

VEHICLE CHECK \_\_\_\_\_

HPI \_\_\_\_\_

*Merlin Car Auctions collect, store and process your personal information for the purpose of selling and buying vehicles. We may be required to share your information with third parties such as Government Officials, the Gardai & the Department of Transport. All data is kept in accordance with the the General Data Protection Regulations and the Statue of Limitations. We rely on the lawful processing ground of legitimate interest to process your data.*

**PRSA Licence No: 003942**

## TERMS AND CONDITIONS

In the case where a purchaser deals as a consumer within the meaning of the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act") nothing herein is intended nor will it affect or prejudice the contractual rights which such a purchaser enjoys by virtue of Sections 12-15 (inclusive) of the Sale of Goods Act, 1893 as amended (the "1893 Act") and where dealing otherwise than as consumer within the meaning of the 1980 Act all terms implied by the 1893 Act and the 1980 Act are hereby excluded.

**BEFORE SELLING, BIDDING FOR, OR BUYING ANY VEHICLE IT IS IMPORTANT THAT THESE TERMS AND CONDITIONS BE READ.**

All parties agree to accept these terms and conditions as binding on them and all vehicles are sold subject thereto unless otherwise expressly agreed in writing by Culladale Limited trading as Merlin Car Auctions (the "Auctioneer").

No vehicle shall be deemed to have been accepted for sale in the auction by the Auctioneer unless and until the party selling the vehicle (the "Vendor") shall have first completed signed and delivered to the Auctioneer an official vehicle entry form together with the vehicle's registration document and payment of the relevant entry fee whereupon the vehicle may be entered for sale in accordance with the terms of entry and subject to the following conditions:

- (i) On the fall of the gavel or any other similar act which concludes the bidding the purchaser of the vehicle (the "Purchaser") shall have entered into an unconditional contract to purchase the vehicle, the terms for which are net cash. All payments must be in cash or by bank cheque. Thereafter the vehicle shall be at the Purchaser's risk, at all other times the vehicle is at the Vendor's risk. In the case of any dispute any remedy of the Purchaser shall be against the Vendor only (including an action for breach of any fundamental obligation herein) and under no circumstances shall any remedy lie against the Auctioneer or any agent or employee of the Auctioneer, however, for the avoidance of doubt if the Purchaser has any right to a remedy against the Auctioneer he, she or it hereby waives it.
- (ii) The Auctioneer acts in the sale of the vehicle as agent only and is not responsible for any default by either the Purchaser or the Vendor. The Auctioneer shall not be liable in any way whatsoever regarding such a contract and the Vendor and the Purchaser shall have no rights of action except as against each other concerning any matter arising from the sale of or legal ownership in the said vehicle.
- (iii) The Auctioneer reserves the right to refuse to accept any vehicle in its auction or sale. The Auctioneer (unless otherwise expressly announced) gives no warranty as to the Vendor's title or right to sell, each entry being accepted in good faith and without knowledge as to any defect in the Vendor's title.
- (iv) All vehicles are offered in their condition at time of sale and in the location of sale. No express or implied warranties or representations are given by the Auctioneer whether as agents or otherwise as to the condition, mileage or description of the vehicle notwithstanding the grading of any vehicle or description in any published catalogue, advertisement or window displays. The Auctioneer does not guarantee the odometer or clock reading on any vehicle. No representation is made as to the past use of any vehicle.
- (v) Where the Auctioneer elects to provide engineer reports the Purchaser is aware that these reports are to be used only as a guide to assist in assessing vehicles. The Purchaser acknowledges that no warranty is expressed or implied and no representation has been made or relied upon. The final responsibility for assessing the condition of any vehicle rests with the bidders prior to the commencement of the auction.
- (vi) If any warranty or representation shall be found to have been made inadvertently and in good faith, by the Auctioneer arising solely and exclusively from announcement based on information provided by the Vendor and/or stated by the Vendor on the entry form then such warranty or representation shall be deemed to be a warranty or representation by the Vendor who shall at all times indemnify the Auctioneer from and against any liability therefore whatsoever and howsoever arising provided always that the Vendor hereby agrees and confirms that the Purchaser shall have the right to rescind the contract for sale of the vehicle if it has been materially misrepresented by reason of its condition, age or, in the case of a vehicle sold with a warranty, as to its mechanical condition, by it having an undisclosed major mechanical defect, but only if the Purchaser gives notice of the same to the Auctioneer and returns the vehicle to the auction room within one hour of the conclusion of the sale and subject to the opinion of the Auctioneer's engineer as to such matters which shall be conclusive and binding on both parties. Neither late nor telephone claims will be accepted.
- (vii) Claims will not be accepted on vehicles covered by manufacturers' warranty. Faults arising on such vehicles are the responsibility of the manufacturer or his agent.
- (viii) The Purchaser must be satisfied as to the actual condition of its vehicle prior to commencement of bidding. By the act of bidding the Purchaser shall be deemed to have inspected the vehicle purchased and to have accepted the vehicle in its then condition in all respects including all its faults and defects of whatever nature (if any). Any express or implied condition or warranty whether arising by custom, common law or by reason of the provisions of any statute with regard to the description of suitability or fitness for purpose, merchantable quality or road worthiness of the vehicle is expressly excluded.
- (ix) All vehicles are offered for sale subject to any reserve price set by the Vendor. The highest bidder shall be the Purchaser (in excess of the reserve) and in the event of dispute the Auctioneer shall have absolute discretion to settle it or to re-offer the vehicle and the Auctioneer's decision shall be final and binding. The Auctioneer may regulate the bidding refuse any bid and withdraw any vehicle without previous notice. The Auctioneer may bid on the Vendor's behalf of any vehicle offered either with a reserve or subject to the Auctioneer's discretion. Each vehicle entered and accepted shall be auctioned individually and specifically and bids shall not be accepted for more than one vehicle at a time.
- (x) The Vendor agrees that, at the sole discretion of the Auctioneer, the Purchaser shall on the day of the sale pay to the Auctioneer the full purchase price or 10% provided the same is not less than Euro300.00 of the purchase price the balance to be paid within 48 hours of the sale.
- (xi) The Auctioneer shall not be liable to pay the Vendor until payment is received from the Purchaser in full and if the Purchaser fails to make such payment the Auctioneer reserves the right to rescind the contract on behalf of the Vendor but without any prejudice to any claim that the Vendor may have against the Purchaser for damages otherwise.
- (xii) Property in a vehicle shall not pass to the Purchaser until the Purchaser has made payment in full for such vehicle. Payment by cheque is not made until clearance of the cheque. The Auctioneer reserves the right to forbid the removal from its premises of any vehicles purchased until the above conditions have been met. Vehicles which have not been paid for in full may at any time be repossessed by or on behalf of the Vendor or the Auctioneer and representatives of the Vendor or the Auctioneer may at any time go into any premises where the vehicles are present for the purpose of effecting repossession.
- (xiii) The Auctioneer does not accept any responsibility for the loss of or from or damage to any vehicle or other property on its premises whether or not the same is entered for sale in its auction and every person on the Auctioneer's premises before during or after the sale shall be deemed to be there at his/her own risk and with notice of the condition of the premises and of the method of arranging vehicles furniture or otherwise. Such persons shall have no claim against the Auctioneer in respect of any injury sustained or any accident which may occur from any cause whatsoever.
- (xiv) All vehicles which have been sold and which remain on the auction premises shall after the expiration of two clear days after the date of the auction incur a parking fee and the Auctioneer shall be deemed to have a lien on the vehicle thereafter.
- (xv) The Auctioneer shall notify the Vendor and/or the Purchaser in writing if:
  - (a) a vehicle which has not been sold in accordance with these terms and conditions; and/or
  - (b) a vehicle has not been removed from the Auctioneer's premises by the Vendor or the Purchaser as the case may be;
  - (c) If the Vendor and or the Purchaser fails to instruct the Auctioneer as to what action is required within 14 days of such written notice, the Auctioneer reserves the right to, and shall be deemed to have been instructed by the Vendor and/or Purchaser to offer for sale any such vehicle at a reserve price which in its own absolute discretion is considered by it to be fair and reasonable in all the circumstances but without any liability whatsoever to account to the Vendor or the Purchaser as the case may be in default as aforesaid for any shortfall which may be incurred in respect of the price on such resale.
- (xvi) If any vehicle entered for sale is not sold by public auction but is subsequently sold by the Vendor or his agent on the auction premises any person firm or corporate body attending or whose servant or agent is attending the auction sale on the day of the auction that sale shall be deemed to have been effected by the Auctioneer as agent for the Vendor and commission shall be due to the Auctioneer upon such a sale. The Auctioneer shall not be liable in any way whatsoever regarding such a contract and the Vendor and the Purchaser shall have no rights of action except as against each other in respect of any representation whether express or implied or any rights of action except as against each other in respect of any representation whether express or implied or any rights or liabilities whether express or implied by common law statute or otherwise in connection with or arising from such sale of or legal ownership in the vehicle.
- (xvii) Where any vehicle being offered for sale is in such a condition as to make unlawful its use upon the road or in respect of which there is a defect which at the time of sale would render the said vehicle a danger to the public including persons traveling in such vehicle there shall be deemed to be incorporated into the contract between the Vendor and the Purchaser a term that the vehicle will not be used and is not intended for use in the condition in which it is sold to the Purchaser together with an undertaking on the part of the Purchaser that the vehicle will not be used on the road or in any way in contravention of the requirements in these or in any other respects imposed by the Road Traffic Acts 1961 and 1968 and the regulations and bye laws made thereunder or otherwise by law, and that the Purchaser should satisfy himself in regard to such matters prior to removal of the vehicle from the Auctioneer's premises.
- (xviii) In respect of any notices required to be sent in accordance with the terms and conditions herein the same shall be in writing and may be deemed to have been received if delivered or sent by ordinary post to the last known residence or place of business of the person to whom it is addressed.
- (xviii) These terms and conditions of business shall be deemed to be incorporated into all contracts of sale effected by the Auctioneer whether by way of public auction or private treaty.
- (xxx) The Vendor warrants to the Auctioneer that good title to the vehicle concerned will pass to the Purchaser and warrants that the vehicle concerned is free from all encumbrance including outstanding finance and other forms of security.
- (xxi) Where a Vendor books a vehicle into auction for sale and then withdraws the vehicle within 12 hours prior to the auction taking place, the Vendor will be charged €100.00 withdrawal fee.
- (xxii) The Auctioneer reserves the right to add additional conditions of sale to any sale it conducts. It also reserves the right to modify or withdraw any of the above conditions. In such circumstances, additions, modifications or withdrawals will be announced at the commencement of the auction or any time during the auction.
- (xxiii) If the Purchaser or the Vendor has a complaint in relation to the vehicle which cannot be resolved to the satisfaction of both the Purchaser and / or Vendor and the Auctioneer then the complaint or any other dispute or difference of any kind whatsoever which arises or occurs between the Purchaser and / or the Vendor and the Auctioneer in relation to the vehicle shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1954 or any statutory modification thereof. An award in such arbitration shall be a condition precedent to any legal proceedings in any Court against the Auctioneer in respect of such dispute or difference. If the total value of the claim in dispute is less than €2,000 (or such other limit to the jurisdiction of the Small Claims Court as may be provided by law) the Purchaser and/or Vendor may refer the claim in dispute to the Small Claims Court.

**1. Parties to the Agreement**

This Agreement is between: WCA Car Auctions  
t/a Merlin Car Auctions  
(PSRA Licence No: 003942)

AND

Client Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Property Service to be Provided**

The Agent is contracted to sell by auction, on behalf of the Client, the property described in the Schedule attached.

**3. Agent's fee**

3.1 The Agent's fee shall be as per receipt

3.2 The fee shall become payable on a successful sale.

3.3 The fee shall be subject to VAT at prevailing rate at the time of sale (currently 23%).

3.4 The Agent shall also charge a fee to the purchaser "the buyer's premium". The buyer's premium is a commission paid by the buyer to the Agent in addition to the sale price. It is separate from the fee outlined in clause 3.1. The buyer's premium shall be no more than 8% including VAT which is at the prevailing rate at the time of sale (currently 23%)

**4. Duration of Agreement**

The Agreement shall commence on DATE below and shall have effect until sale or return OR continue in force until terminated by the client. If terminated, a period of 30 days notice shall be given.

**5. Conflict of Interest**

The Agent affirms that no conflict of interest exists that prevents him/her providing the property service for the Client.

**6. Professional Indemnity Insurance**

The Agent holds PI Insurance with:

Insurer's Name: AIG

Address: JLT Insurance, Cherrywood Business Park, Loughlinstown, Dublin 18

**7. Records**

The Agent will keep a record of the services provided on foot of this Agreement for 6 years. All financial records must be kept for 7 years

**8. Bank Account**

The Agent's "Client Account" is held at:

Name of Bank: AIB

Address: South Main Street, Naas, Co Kildare

**9. Client Moneys**

Any interest credited to the Client Account in respect of monies held by the Agent will be dispersed in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

**10. Complaints**

10.1 Any complaint which the Client may have arising under this Agreement may be dealt with by Canice Fitzsimons, Auction Manager. A response will issue within 10 working days of receipt of the complaint.

10.2 Where the complaint is not resolved to the satisfaction of the client, the client may refer the matter for mediation facilitated by a mediator. The mediator shall be nominated by the Client for approval by the Agent. The cost of mediation shall be met equally by both parties.

**11. Statement of obligations on the Agent pursuant to section 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010**

The Agent is obliged under sections 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 to report to An Garda Síochána and the Revenue Commissioners suspicious transactions and transactions involving places designated under section 32 of that Act.

**12. Data Protection**

WCA Car Auctions T/A Merlin Car Auctions will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website [www.merlin.ie](http://www.merlin.ie) for more information on how we use your information and your rights in relation to this.

**13. Signatures:**

Signed: \_\_\_\_\_  
*By / On behalf of the Client*

DATE: \_\_\_\_\_

Signed: \_\_\_\_\_  
*By / On behalf of the Agent*

DATE: \_\_\_\_\_