

How to Sell your Car - Terms & Conditions

Auction Item Details

When notifying ManheimFowles of items for sale you must provide (where applicable) the information relating to the auction item as detailed in the 'Vehicle Sales Advice'.

When notifying ManheimFowles of items for sale you will be required to provide the following information in writing, prior to offering any item for sale on the Sales Advice:

- Seller number (if known).
- Make & model.
- Registration number.
- Date of registration expiry or unregistered.
- Seller reference number (optional).
- Other instructions.
- Name and signature of Seller.
- Odometer/hour reading of the vehicle.
- Encumbrance details.
- Reserve price (the gross sale price from which the Fees and Charges will be deducted).

Finance, Clear Title and Disclosure

In addition, by signing this Master Sale Agreement you are obliged to notify ManheimFowles in writing if:

- Any item being offered by you has finance owing. If yes, you will be required to provide information relating to the auction item as detailed in the 'Vehicle Sales Advice'. Current payout details obtained from the financier must be provided or you may authorise ManheimFowles to obtain current payout details directly from the financier.
 - Name of Finance Company.
 - Contact and phone number.
 - Contract number.
 - Pay out amount and the date the pay out is valid to.

Note: By providing this information you will be authorizing ManheimFowles to contact the financier to obtain the official payout balance and requirements.

- There are factors which have the potential to affect the value of the item. (Refer to Part B, Cond 5.2)
- You cannot guarantee title to the item being offered in any respect. Unless otherwise instructed, it will be understood by ManheimFowles that the item is free for sale in the next available appropriate auction.

Part A: Fees & Charges

Selling Fees & Charges: Fees vary State to State. For more information speak to your ManheimFowles staff member. Appraisals are available on viewing and auction days by appointment only.

The Entry Fee covers the cost of entry into three successive auction sales. If not sold after three offerings the Entry Fee, Road Test Report, Advertising, Transport, Detailing and other charges must be paid in cash, bank cheque or credit card prior to return of the item. Each further offering will attract one full Entry Fee. ManheimFowles may deduct all Fees and Charges owing by the Seller from the proceeds of any Items sold on behalf of the Seller irrespective of whether the Fees and Charges actually relate to that item.

- All fees and charges quoted are GST exclusive.
- Alternative fees will apply to goods sold in different auctions, interstate or if using alternative selling methods.
- Please inquire about applicable fees prior to delivery of goods.

Note: Where required a refuelling charge may apply for vehicles that require fuel.

Part B: Conditions of Sale

- The Seller appoints ManheimFowles as agent to sell the item/s.
- The item will be offered for sale by ManheimFowles:
 - In accordance with the provisions of this Master Sale Agreement; and
 - On ManheimFowles Standard Terms & Conditions of Auction Sale for the class of item.
- It is an objective of this Master Sale Agreement, to ensure that the Seller receives a fair market price from a purchaser who is reasonably informed as to the condition of the item they are acquiring.
- The Seller's Duty to Disclose
 - The Seller represents and warrants that it has clear title in every respect (including but not limited to encumbrances, caveats, sale prohibition orders and court orders) and the right to sell the item.
 - The Seller acknowledges that:
 - Due to the manner of storage and sale of the item, prospective purchasers will generally not have any opportunity to inspect the item under operating conditions. Further, some aesthetic defects (eg. paintwork) are not readily detectable in some light conditions; and
 - ManheimFowles as agent for the Seller will not undertake an extensive examination of the item. Therefore ManheimFowles and any prospective purchasers are reliant upon the completeness and accuracy of information provided by the Seller.
 - The Seller acknowledges that all matters potentially relevant to the value of the item including but not limited to any matters listed in Clause 5.2 which are not readily apparent from a cursory inspection of the item by a prospective purchaser, have been disclosed in writing. The Seller further warrants that the information provided to ManheimFowles is in all material respects, complete and accurate and is not false or misleading, including by omission. The Seller acknowledges that it is responsible for any false or misleading representation or omission, regardless of whether it was made knowingly or otherwise.
- The Seller acknowledges that ManheimFowles has no responsibility for, and is not liable for, any breach of contract by the purchaser of the item. Without detracting from the generality of this provision, ManheimFowles is under no obligation to take action to enforce a sale against a purchaser who does not complete the contract.
- The Seller agrees that neither they, nor any persons appointed by them or representing them will bid on their items in an attempt to artificially inflate the price of the goods. Should any seller ultimately end up as the highest bidder, the item(s) will be sold to them at that price and all Buying and Selling fees will apply. All payments must be made prior to the release of the item(s) and the item(s) will not be accepted into further auctions.
- The Seller's Duties for Vehicles:
 - Where the item is a Vehicle, and is sold in a mobile auction, the Seller authorises ManheimFowles to prepare and make available to prospective purchasers of the Vehicle a report ("Road Test Report") on the mechanical condition of the Vehicle compiled from a brief inspection of the Vehicle and a short test drive at a speed not exceeding 60 kms per hour. The Seller acknowledges the significant limitations of this process and that it does not in any way diminish the Seller's disclosure obligations, or representation and warranty in Conditions 4 and 5.
 - The following must be disclosed as matters which have the potential to affect the value of the item—this list is not exhaustive and any additional matters must be disclosed. Disclosure is required if the item:
 - has any damage not apparent on a brief inspection;
 - has been declared a write off (structurally or financially) by an insurer;
 - is an imported vehicle where the particular vehicle is not traditionally or regularly imported by the manufacturer;
 - has mechanical, operational, structural or aesthetic defects;
 - has non standard paint work or colouring (even if unflawed);
 - is a pilot or test model/build;
 - has been partially or fully immersed in water;
 - has had repairs or servicing undertaken by a person who is not approved for warranty purposes;
 - has undergone extensive repairs (even if undertaken professionally);
 - has non factory approved parts (including the use of incorrect series or model parts) which may void any warranty or otherwise diminish the value of the item;
 - has uncertainty in relation to the accuracy of odometer or operational hour reading;
 - has uncertainty in relation to the VIN, build or compliance plate; or
 - has failed a Vehicle Identity Validation (VIV) test.
- The Seller acknowledges that subject to the operation of any laws which cannot be excluded, ManheimFowles is not liable for:
 - any omissions in the Road Test Report,
 - any reliance or information provided by the Seller,
 - any act or omission in the conduct of the sale of the item or,
 - any damages to, or theft from, the item whilst it is on ManheimFowles' premises or otherwise under the control of ManheimFowles.
- The Seller acknowledges that ManheimFowles has a sound name and reputation to protect. Accordingly where a purchaser alleges a matter which, in the reasonable opinion of ManheimFowles, amounts to a breach of any terms and conditions of this Agreement (whether or not that opinion is correct and regardless of whether the breach is subsequently established or not), then ManheimFowles may, in its absolute discretion:
 - Agree to accept any rescission or termination or cancellation of the sale without the prior consent of the Seller (collectively "Terminated");
 - If the sale is Terminated, the Seller will refund the sale price of the item to ManheimFowles on behalf of the purchaser of the item within 2 days of being notified by ManheimFowles.
 - If the Seller fails to comply with clause 6.2 then ManheimFowles may (at its discretion) refund the full amount paid by the purchaser and the Seller hereby authorises ManheimFowles to re-auction the vehicle, with the accurate disclosure of all relevant matters and retain the proceeds of that sale in partial satisfaction of the Seller's obligations to indemnify ManheimFowles under clause 7.
 - Upon ManheimFowles supplying the Seller with evidence that it has repaid the purchaser and any of the costs it has incurred, the Seller will, within 2 business days, fully compensate ManheimFowles for the payment and costs.
- The Seller indemnifies ManheimFowles from and against any loss, damage or liability suffered including legal fees and any other costs incurred by ManheimFowles resulting from the offering for sale or the sale of the item or breach of these conditions.
- ManheimFowles shall have a general right of set off, such that ManheimFowles may deduct all fees and any charges owing by the Seller to ManheimFowles from the proceeds of any item/s sold on behalf of the seller.
- In the event of a dispute with a purchaser, any legal action against the purchaser will need to be instigated by the Seller.
- The Seller acknowledges that it is responsible for promptly notifying ManheimFowles of any changes in the information it has provided pursuant to this Agreement.
- The Seller will pay the costs and expenses incurred by ManheimFowles or its solicitors, legal advisors, mercantile agents and other parties acting on its behalf in respect of anything instituted or being considered against the customer whether for debt, possession of any products, breach of these Terms or otherwise.

Part C: Privacy Act

ManheimFowles is committed to providing our customers with a high level of privacy in relation to the personal information that is collected whilst dealing with ManheimFowles.

This information is being collected for the primary purpose of registering you as a customer of ManheimFowles to enable you to sell at our auctions. Because ManheimFowles acts as an agent on your behalf, if you sell an item, your information may be forwarded to the purchaser of those goods. This information may also be used or disclosed to third parties for secondary purposes associated with the completion of the transaction such as delivery or pick-up of goods which you have requested. We will not disclose your personal information to any organisation, other than the purchaser of the goods unless we have your consent or it is required by law. As ManheimFowles deals with motor vehicles, it is required under various legislation to accurately identify who is selling and purchasing vehicles or items through auction. For this reason we require and may verify information that identifies you when you intend to buy or sell through auction. If you do not provide the requested information to ManheimFowles, we may not be able to register you for the purposes of our auction. You may view our privacy policy document at our office or via the internet at www.manheimfowles.com.au by clicking on the Privacy Site. This document sets out our policies on the management of your personal information.



MANHEIMFOWLES
CONSIGNMENT AUTOMOTIVE AUCTIONEERS