JOHN PYE & SONS LIMITED – VEHICLE AUCTION TERMS & CONDITIONS

THESE VEHICLE AUCTION TERMS ALONE APPLY TO AUCTIONS

WHERE PUBLIC VIEWINGS ARE HELD

1. **INTERPRETATION**

1.1 The defined terms used within these Terms have the following meanings:

"Bid"	has the meaning given in clause 4.3.
"Bidder"	a person who places a Bid for the Lot.
"Buyer Premium"	the percentage of the Hammer Price, as specified in the Important Notes, usually being 25% of the price of the Lot.
"Buyer"	means the Bidder who places the highest Bid at completion of the auction and purchases the Lot pursuant to clause 4.6.
"Consumer"	an individual who is acting for purposes which are wholly or mainly outside of the individual's trade, business, craft or profession.
"Contract"	has the meaning given in clause 4.6.
“Defaulter’s Entry Fee”	means the fee of £135 plus VAT per Vehicle charged to the Buyer in the case of a Vehicle having to be resold due to a default of the Buyer as stated in clause 14.
"Hammer Price	the highest Bid placed in respect of a Lot which is accepted by JOHN PYE AUCTIONS. For the avoidance of doubt, the Hammer Price is exclusive of VAT.
"Important Notes"	means the notes issued by JOHN PYE AUCTIONS that relate to the Lot which may set out information including:, auction and viewing details, the date the auction ends, payment method(s) available, the Security Deposit and the Buyer Premium and other costs and charges, details relating to collection of the Lot, and other specific information relating to the sale of the Lot.

"Intellectual Property Rights"	means all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Invoice"	means the invoice sent to the Buyer by a particular site of JOHN PYE AUCTIONS for a particular auction. The invoice will list the Lot, or the Lots purchased by the Buyer at that auction and the total sum due under that invoice. The Buyer acknowledges and agrees that each Lot may have been sold to the Buyer by a different Seller and that the sale of each particular Lot is under a separate contract between the Buyer and the Seller.
"JOHN PYE AUCTIONS"	means John Pye & Sons Limited (company number: 02564753) with its registered office at James Shipstone House, Radford Road, Nottingham, NG7 7EA. VAT number: 117777249.
"Lot Description"	means the description issued by JOHN PYE AUCTIONS that relates to the Lot which may set out information including: a general description of the Vehicle, age, make and model, Vehicle registration, location of the Vehicle, engine size, fuel, transmission, CO2 rating, number of former keepers, key(s) present, mileage and MOT expiry date
"Lot"	means any single Vehicle or set of Vehicles allocated with a specific lot number in a particular auction. The defined term Lot in these Terms is a reference to a single lot. For the avoidance of any doubt "Lot" is not interchangeable with "Invoice" and therefore all and any fees and charges defined as payable per Lot in these Terms are calculated per Lot and not per Invoice.
"Lots"	means more than one Lot.
"Main Characteristics"	means the core characteristics of the Vehicle in the Lot, being make and model as set out in the Important Notes. This does not include any specific details about the Vehicle (such as the state of functionality of the Vehicle or the condition of the Vehicle).

"Premises"	means the premises at which the auction is taking place and, where relevant, the location where the individual Vehicles and/or Lots under the control of JOHN PYE AUCTIONS are stored or are available for inspection (which may be at JOHN PYE AUCTIONS' premises or at the Seller's premises or somewhere else entirely).
"Registration"	means a potential buyer taking all the following steps: a. completing the registration form on the Website, including by accepting the Terms in order to create an account; and b. paying the Security Deposit electronically, or as otherwise notified by JOHN PYE AUCTIONS in the Important Notes.
"Security Deposit"	means the deposit of £200, or such other amount as notified by JOHN PYE AUCTIONS in the Important Notes, paid by the potential buyer upon Registration.
"Seller"	means the seller of the Lot.
"Terms"	means these terms and conditions for vehicle auctions.
"Three Minute Rule"	has the meaning given in clause 3.11.
"Valid Identification Documents"	means Valid Proof of Address, Valid Proof of Identity and, where applicable, Valid Proof of Trade Status as set out in Appendix 1 hereto.
"Valid Proof of Address"	means a current, valid, identification document providing proof of a UK address as set out in Column B of Appendix 1 hereto.
"Valid Proof of Identity"	means a current, valid, identification document providing proof of identity as set out in Column A of Appendix 1 hereto.
"Vehicle"	Includes but is not limited to every kind of electric or internal combustion engine powered vehicle, motor car, motorcycle, trailer, and/or motorised caravan and every kind of commercial, agricultural and other self-propelled vehicle and mechanical and electrical plant and equipment, one or more of which may comprise a lot offered for sale or auction.
"Website"	www.johnpyevehicles.co.uk
"Working Days"	a day, other than a Saturday or Sunday or public holiday in England, when JOHN PYE AUCTIONS is open for business.

1.2 Clause headings shall not affect the interpretation of these Terms.

1.3 References to writing in these Terms includes email but not faxes.

1.4 References to a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Where there is a conflict between these Terms and the Important Notes and/or Lot Description, the Lot Description and Important Notes shall prevail.

1.6 Except where the context otherwise requires, words in the singular shall include the plural and vice versa. Words denoting one gender shall include all genders.

1.7 References to a statute or statutory provision is a reference to it as in force for the time being, taking account of any amendment, extension or re-enactment and includes subordinate legislation made under it.

1.8 Reference to a 'lot' or 'lots' under these Terms is a general reference in respect of the auction of Vehicles only.

1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.10 All purchases of any Lot or Lots by public auction, where JOHN PYE AUCTIONS acts as agent for the Seller, shall be subject to these Terms.

1.11 All purchases of Vehicles at our public auctions (which include all our online auctions) are subject to these Terms.

1.12 All Buyers acknowledge and agree that these Terms are binding upon them. These Terms are deemed accepted and incorporated into all dealings and contracts as between the relevant parties by Buyers completing Registration.

1.13 The Buyer's attention is drawn in particular to the provisions of clause 16 (if the Buyer is a Consumer) or clause 17 (if the Buyer is not a Consumer).

2. ROLE OF JOHN PYE AUCTIONS

2.1 JOHN PYE AUCTIONS acts as agent for the Seller. Any contract for sale of a Lot is made directly between the Seller and the Buyer, JOHN PYE AUCTIONS shall have no responsibility for the actions or the omissions of the Seller, the Buyer or any other party.

3. ENTERING AN AUCTION AND AUCTION CONDUCT

3.1 Before a Bidder can participate in a JOHN PYE AUCTIONS' auction, the Bidder must first complete Registration with JOHN PYE AUCTIONS on the Website including payment of the Security Deposit;

3.2 These Terms are binding on the Bidder from the date the Bidder completes Registration on the Website.

3.3 Potential buyers further acknowledge and agree that they have the right to attend the sale of the Lot(s) in person and to view the Lot(s) prior to placing a bid.

3.4 A potential buyer may be required to provide Valid Proof of Identity upon request and/or at the Premises. JOHN PYE AUCTIONS and/or the Seller may remove the potential buyer from the Premises, and/or may refuse to accept a Bid or to allow a potential buyer to participate in any auction or sale, if the potential buyer fails to show a Valid Proof of Identity when requested to do so.

3.5 JOHN PYE AUCTIONS shall be entitled to conduct the sale of the Lot by any method it considers appropriate and to impose such special conditions as it sees fit in the circumstances.

3.6 JOHN PYE AUCTIONS may in its absolute discretion and without providing any reason:

3.6.1 limit or restrict who can participate in an auction for the Lot;

3.6.2 refuse to admit any person to the Premises;

3.6.3 update or amend the Important Notes for any reason at any time prior to formation of the Contract;

3.6.4 remove a Lot from sale prior to formation of the Contract (and may then re-auction the Lot, or sell the Lot by private treaty);

3.6.5 refuse to accept and/or may reject a Bid at any time prior to formation of the Contract;

3.6.6 set a reserve price in respect of the Lot.

3.7 JOHN PYE AUCTIONS shall not be obliged to announce any reserve price for the Lot.

3.8 Any dispute between a Bidder and the Seller or JOHN PYE AUCTIONS, or the Buyer and the Seller or JOHN PYE AUCTIONS, shall be referred to JOHN PYE AUCTIONS for resolution who may make its decision without justification or explanation. JOHN PYE AUCTIONS' decision shall be final except in the case of manifest error or negligence.

3.9 The Website is provided "as is" and the availability of the Website may not be uninterrupted or error free. JOHN PYE AUCTIONS gives no warranty as to the availability of the Website or any content on the Website.

3.10 The Bidder, the Buyer and the Seller shall comply with all JOHN PYE AUCTIONS' policies as issued or made available via the Website from time to time including without limitation the conditions of website use.

3.11 JOHN PYE AUCTIONS operates its auctions using the "Three Minute Rule". This means that if a Bidder places a Bid in the final three minutes before the auction for the Lot closes, the auction for the Lot will automatically continue for an additional three minutes beyond the expected closing time (and so on until there are no subsequent Bids placed).

4. BASIS OF SALE & CONTRACT FORMATION

4.1 The Buyer acknowledges and accepts that, save as set out in section 2(6) of the Consumer Rights Act 2015, the Contract is for the sale of the Lot by public auction, which is not a consumer contract for the purposes of the Consumer Rights Act 2015. To the fullest extent permitted by law all express and implied warranties and conditions are excluded from the Contract.

4.2 If JOHN PYE AUCTIONS indicates that it is prepared to sell the Lot by auction, such an indication shall constitute an invitation to treat and not an offer to sell.

4.3 The Bidder may place a bid on the Website by clicking the "Bid" button for the Lot and submitting the requested information. Each Bid shall be final and binding as soon as the Bid button is clicked. By submitting a bid for the Lot ("Bid"), the Bidder makes an offer to JOHN PYE AUCTIONS to purchase the Lot on these Terms and subject to any special conditions contained in the Important Notes ("Special Conditions").

4.4 The Bidder may retract its Bid at any time before the auction is concluded (see clause 4.6) by notifying JOHN PYE AUCTIONS. If a Bid is withdrawn, JOHN PYE AUCTIONS may accept a lower Bid received for the Lot.

4.5 Neither JOHN PYE AUCTIONS nor the Seller shall be bound to accept any offer for the Lot.

4.6 The Buyer shall be the highest Bidder at or above any reserve price at the conclusion of the auction (which shall be the time stated in the Important Notes, subject to the Three Minute Rule). At the conclusion of the auction a contract for the sale and purchase of the Lot on these Terms and subject to the Special Conditions shall come into existence between the Seller and the relevant Bidder who is then the Buyer ("Contract"), subject to JOHN PYE AUCTIONS' right to reject Bids and to alter or withdraw a Lot from auction under clause 3.6.4 and clause 3.6.5 and subject to the Seller and JOHN PYE AUCTIONS' rights to terminate the Contract under clause 14.

4.7 If any reserve price is not met, JOHN PYE AUCTIONS shall be entitled in its absolute discretion to accept any Bid received which is below the reserve price, in which case the Buyer shall be the person who submitted that Bid.

4.8 The Security Deposit may be recovered in the following situations:

4.8.1 if a Bidder is unsuccessful in achieving the Hammer Price, or

4.8.2 if the Bidder does not have its offer accepted by JOHN PYE AUCTIONS or the Seller, or

4.8.3 once payment in full has been received by JOHN PYE AUCTIONS from the Buyer for all sums due to JOHN PYE AUCTIONS (including any sums due to JOHN PYE AUCTIONS in respect of any other Vehicles sold to the Buyer) and all Vehicle(s) have been collected from JOHN PYE AUCTIONS' premises

save that, at all times, in order to bid in an auction, the Security Deposit must have been paid to JOHN PYE AUCTIONS.

4.9 Following the occurrence of any of the scenarios in clause 4.8 above, if the Bidder fails to request in writing that JOHN PYE AUCTIONS return the Security Deposit to the Bidder, JOHN PYE AUCTIONS will retain the Security Deposit against future auctions or sales in which the Bidder may participate. If JOHN PYE AUCTIONS retains the Security Deposit, the Bidder may at any time if requested to do so be required to comply with JOHN PYE AUCTIONS' identification verification procedures.

4.10 The Buyer acknowledges and accepts that it has no right to cancel the Contract or return the Lot.

5. WARRANTIES

5.1 The Bidder represents and warrants that:

5.1.1 it is the registered user of the online bidding account set up via the Website and used to place the Bid and will ensure the login details for that account are not disclosed to anyone;

5.1.2 it is authorised to enter into the Contract (if its Bid is accepted as the Hammer Price by JOHN PYE AUCTIONS and the Seller and the Contract is formed in accordance with clause 4.6) and able to be legally bound by the terms hereunder;

5.1.3 it will be liable for all bids placed using its online bidding account, including the obligation to pay on time and in full for any Lot that is the subject of a successful bid placed using that account;

5.1.4 where the Bidder is an individual, that they are at least 18 years old;

5.1.5 where the Bidder is an individual (not a limited company or other corporate body) the online bidding account will be held in their sole name, and they will be the only person to use and able to access the online bidding account;

5.1.6 it has read and accepts these Terms and commits to buying the Lot if its Bid is accepted by JOHN PYE AUCTIONS; and

5.1.7 it is bidding from within the United Kingdom.

6. RESPONSIBILITY FOR THE CONTRACT

6.1 Bidding on behalf of a third party, or as principal for the ultimate benefit of a third party is prohibited.

7. CONDITION OF THE LOT

7.1 The Buyer acknowledges that before the date the Contract is formed, JOHN PYE AUCTIONS and the Seller have each given the Buyer the opportunity to inspect and (where possible) test by starting the engine only, but not driving, the Lot and to also attend the sale of the Lot, in each case in person. The Buyer has satisfied itself as to all matters relating to the Lot including the quality, age, value, correctness, condition, fitness for purpose, satisfactory quality and suitability of the Lot. However, JOHN PYE AUCTIONS remains responsible to the Buyer, if the Buyer is a Consumer, for the Main Characteristics of the Lot. The Buyer further acknowledges that:

7.1.1 after purchase of the Vehicle, the information provided on a vehicle history check, for example such as that provided by HPI or Experian, may differ to that which was provided to JOHN PYE AUCTIONS prior to sale;

7.1.2 some vehicle history checks show that a vehicle has been sold in a salvage auction, but this does not automatically mean that the vehicle has been written-off;

7.1.3 JOHN PYE AUCTIONS is often unaware of the part of a vehicle's history referred to in paragraphs 7.1.1 and 7.1.2 above, particularly if the information changes after the Vehicle has been sold by JOHN PYE AUCTIONS;

7.1.4 there is no one single database in the UK that covers all vehicles, and before bidding Buyers must carry out their own due diligence.

7.2 Any images of the Lot (whether on the Website, in the Important Notes, in brochures, in catalogues or otherwise) are for illustrative purposes only and the Lot may vary from those images. Vehicles may be second-hand, salvaged, repossessed and/or seized. All vehicles are sold as seen with no grading or guarantee given, and are sold subject to any faults, defects and imperfections which may subsist at the time of the sale. It shall be a term of the contract of sale that the Buyer accepts that the bodywork, the tyres, the exhaust, the battery and the upholstery of the Vehicle with all damage and defects (if any) which an inspection of the interior and exterior ought reasonably to reveal. All second-hand vehicles are sold strictly on the basis that they require repairing or reconditioning before being used.

7.3 Any descriptions of the Lot are for identification purposes only, except where the Buyer is a Consumer and the description relates to the Main Characteristics of the Lot. Any reference in a Lot Description to the age of a Vehicle is intended to be a reference to the year of first registration of the Vehicle in the United Kingdom. Any vehicle mileage stated in a Lot Description is unverified by JOHN PYE AUCTIONS and the Seller. Where errors or defects are not identified in the Important Notes or on the Website, there is no implied warranty as to the condition of the Lot or that it is free from any faults, imperfections, defects or restorations. JOHN PYE AUCTIONS and the Seller shall not be held responsible for any damage or defect to the Lot that has not been expressly notified to the Buyer.

7.4 Unless otherwise stated expressly in the Important Notes, no warranty, condition or guarantee is given (whether express or implied) by JOHN PYE AUCTIONS as to the quality, age, correctness, condition, suitability, fitness for purpose, roadworthiness or satisfactory quality of the Lot, and any and all express or implied conditions and warranties are excluded to the fullest extent permitted by law. If the Buyer is a Consumer, nothing in this clause shall exclude any express or implied conditions or warranties relating to the Main Characteristics provided by JOHN PYE AUCTIONS.

7.5 Where JOHN PYE AUCTIONS or its representatives provide an estimated Hammer Price for the Lot it is an opinion given on behalf of the Seller; such estimates should not be relied upon as the true value or the likely Hammer Price for the Lot. The Lot can be sold for much more or much less than the estimated Hammer Price. Any estimate given by JOHN PYE AUCTIONS is given exclusive of the Buyer Premium, VAT and other costs related to the sale and the purchase of the Lot.

7.6 Where JOHN PYE AUCTIONS or its representative provides any guidance as to the genuineness, origin, date, age, provenance or Vehicle starting capability or condition, this is an opinion given on behalf of the Seller and should not be relied upon by the Buyer. The Buyer must satisfy itself as to the value, authenticity, genuineness, origin, date, age, provenance or condition of the Vehicle except that, where the Buyer is a Consumer, JOHN PYE AUCTIONS is responsible for the Main Characteristics of the Lot.

7.7 No Lot is sold as new for the purpose of the Consumer Protection Act 1987 or any product liability legislation. The Lot is not sold as a sample.

7.8 JOHN PYE AUCTIONS and the Seller shall not be liable for any loss or damage suffered or incurred by the Buyer arising out of or in connection with any deficiency in the Lot, error in the Lot Description, any misstatement or the failure of Vehicle to function, except where arising from JOHN PYE AUCTIONS' or the Seller's negligence. This clause does not apply to a Buyer who is a Consumer.

7.9 Where the Buyer is a Consumer, nothing in this clause limits or excludes any express or implied conditions or warranties relating to the Main Characteristics.

8. NOT USED

9. RISK & TITLE

9.1 JOHN PYE AUCTIONS is acting as agent of the Seller only and gives no warranty as to the Seller's title to the Lot.

9.2 Title to the Lot shall pass to the Buyer only once JOHN PYE AUCTIONS has received payment in full from the Buyer for all sums due to JOHN PYE AUCTIONS and the Seller. Unless expressly stated otherwise in the Important Notes, title to any Intellectual Property Rights which may subsist in the Lot shall not transfer to the Buyer.

9.3 The Buyer acknowledges and accepts that the Seller may be a receiver, administrator, liquidator, or a trustee in bankruptcy. In such circumstances, the Seller (and JOHN PYE AUCTIONS as agent on behalf of the Seller) will sell whatever right, title or interest the Seller may have (if any) to the Lot. Neither the Seller nor JOHN PYE AUCTIONS warrant that the Lot is free from encumbrances.

9.4 Where the Buyer is not a Consumer, risk in the Lot shall pass to the Buyer from and including the date the Contract is formed under clause 4.6. For the avoidance of doubt, from the point that JOHN PYE AUCTIONS sends notification of successful bid to the Buyer, the Buyer will be responsible for loss or damage to the Vehicle(s); neither JOHN PYE AUCTIONS nor its servants or agents shall be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, while any Vehicle remains in its custody or under its control after formation of the Contract.

9.5 Where the Buyer is a Consumer risk in the Lot shall pass to the Buyer on collection of the Lot by the Buyer under clause 12.

9.6 It is the Buyer's sole responsibility to obtain adequate insurance for the Lot from the time that risk passes to the Buyer. JOHN PYE AUCTIONS and the Seller shall have no liability for the loss or theft of, or damage to, the Lot after this time.

9.7 No Lot shall be released to or be removed by the Buyer until:

9.7.1 payment has been received by JOHN PYE AUCTIONS for all sums due to JOHN PYE AUCTIONS (including any sums due to JOHN PYE AUCTIONS in respect of any other Vehicles sold to the Buyer); and

9.7.2 the Buyer has provided JOHN PYE AUCTIONS with Valid Identification Documents.

10. PRICE & PAYMENT

10.1 The price payable by the Buyer for the Lot shall be:

10.1.1 the Hammer Price;

10.1.2 the Buyer Premium (if applicable);

10.1.3 any other fees or charges (including without limitation DVLA fees); and

10.1.4 VAT at the prevailing rate on the Hammer Price, where applicable, and on the Buyer Premium,

10.1.1 to 10.1.4 will be set out in the Important Notes and/or Lot Description.

10.2 The Buyer shall pay for the Lot in full and in cleared funds immediately on creation of the Contract (see clause 4.6) and in any event by no later than by 4pm on the Working Day that immediately follows the date that the sale is concluded pursuant to clause 4.6 or such other time as is specified in the Important Notes. Time for payment is of the essence.

10.3 Payment must be made in British Pound Sterling (GBP) and can be made by Faster Payments, BACS, CHAPS, bank transfer or online payment (using the Website) or as otherwise specified by JOHN PYE AUCTIONS in the Important Notes. A 1.5% surcharge will be applied to all commercial or company credit card transactions to cover processing fees. We do not accept payment by cash, cheque or American Express. When making payment the Buyer must specify the Invoice number along with the reference code specified in the Important Notes (if any). For queries about payment, please contact JOHN PYE AUCTIONS' Vehicles department.

10.4 All amounts due from the Buyer pursuant to these Terms shall be paid in full without set-off, withholding or deduction.

10.5 If the Buyer fails to pay the amounts due to JOHN PYE AUCTIONS by the due date for payment then, without prejudice to any other right or remedy that JOHN PYE AUCTIONS may have, JOHN PYE AUCTIONS shall be entitled to charge the Buyer interest on any overdue sums from the due date for payment (i) at a rate of 3% above the base rate of Barclays Bank Plc from time to time if the Buyer is a Consumer; or (ii) at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 if the Buyer is not a Consumer. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue sum, whether before or after judgment. The Buyer must pay the interest together with any overdue amount on demand.

11. NOT USED

12. REMOVAL FROM THE PREMISES & COLLECTION OF VEHICLES

12.1 The Buyer or its authorised agent shall, at its own expense and risk, remove all items comprising the Lot from the Premises no later than 4pm UK time on the Working Day that immediately follows the date on which the auction ends or, subject always to clause 20.5 and clause 20.6, such other date that JOHN PYE AUCTIONS agrees in writing with the Buyer. If JOHN PYE AUCTIONS agrees in writing to the removal of a particular Lot or specific items in a particular Lot on an alternative date and/or time to 4pm on the Working Day immediately following the date of receipt of payment expressed above, that alternative date and/or time applies only to that Lot or the specific items in that Lot, as applicable and, without limitation, does not apply to all and any of the following, any other Lot, any other items, any subsequent Contract entered into by that Buyer, any subsequent dealings between the parties. In all circumstances, JOHN PYE AUCTIONS shall be under no obligation to release the Lot to the Buyer until it has been able to confirm to its satisfaction that it has received full payment for all amounts due.

12.2 JOHN PYE AUCTIONS shall only release the Lot to the Buyer or its authorised agent, not to any third party without appropriate authority. Removal shall take place during JOHN PYE AUCTIONS' normal working hours. For the avoidance of doubt, the Buyer or their authorised agent shall not be permitted to remove the Lot, or to procure the removal of the Lot, from the Premises without obtaining JOHN PYE AUCTIONS' prior written consent. Before the Lot is released to the Buyer (or its authorised agent), JOHN PYE AUCTIONS may require (and the Buyer shall in such circumstances provide) written authority from the Buyer that its agent is authorised to collect the Lot from the Premises on the Buyer's behalf.

12.3 The Buyer may be required to conduct a full and complete risk assessment acceptable to JOHN PYE AUCTIONS or the Seller (and provide the same to JOHN PYE AUCTIONS) before the Lot can be removed from the Premises. Buyers buy vehicles where they lie and are wholly responsible for bringing any necessary labour and equipment in order to remove their Vehicle(s) and shall comply with any directions which may be given by JOHN PYE AUCTIONS as to the safe removal of the Vehicle(s) and in giving due care to other lots on the Premises and the Premises itself. The Buyer shall be solely responsible for ensuring, and undertakes to take such reasonable and practical steps as are sufficient to ensure, the safe and lawful removal of the Lot from the Premises, its onward transfer and that the Vehicle will be safe and without risk to health and safety when properly used.

12.4 The Buyer shall be responsible for any damage it or its employees, representatives, agents or subcontractors cause in effecting removal of the Lot including, without limitation, any damage caused to any adjoining Lot or Lots or goods or vehicles or to the Premises or any utilities at the Premises. The Buyer shall repair any such damage either before or after the removal of their Vehicle from the Premises as JOHN PYE AUCTIONS may desire or, shall pay the estimated cost of repairing such damage such cost to be fixed by JOHN PYE AUCTIONS whose decision shall be binding on the Buyer.

12.5 The Buyer of any Vehicle is responsible for complying with all legal requirements as to the construction and use of the Vehicle and for obtaining all insurances, certificates, permits or other authorisations necessary before the Vehicle can be used on any road. Further, the Buyer will not use the Vehicle on any road or remove it from the Premises under its own power until it is roadworthy, can be used lawfully on the road, and has all insurances, certificates, permits or other authorisations necessary.

12.6 JOHN PYE AUCTIONS reserves the right to require the Buyer to pay a deposit of such sum as JOHN PYE AUCTIONS considers (in its absolute discretion) reasonable in respect of any damage that is likely to be caused to the Premises, or to any property in the Premises, by the removal of the Lot ("**Damage Deposit**"). If the Buyer refuses to pay any such Damage Deposit, JOHN PYE AUCTIONS shall be entitled to refuse to allow the Buyer to remove the Lot and the Buyer shall be deemed to be in default under clause 14.

12.7 Where the Buyer has paid the Damage Deposit to JOHN PYE AUCTIONS, JOHN PYE AUCTIONS may apply the Damage Deposit against the cost of repairing any damage caused to the Premises or to any property by the removal of the Lot.

12.8 The Buyer shall indemnify and keep indemnified JOHN PYE AUCTIONS and the Seller against any and all liabilities, costs, claims, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and any and all other reasonable professional costs and expenses) suffered, incurred or paid by JOHN PYE AUCTIONS and/or the Seller arising out of or in connection with the removal of, or failure to remove, the Lot by the Buyer, its representatives, agents, or contractors, including in respect of any damage to adjoining or other lots, the Premises, property, death or personal injury.

13. HEALTH AND SAFETY

13.1 The Buyer acknowledges and accepts that the Lot may contain hazardous or deleterious materials and substances and may be subject to health and safety legislation, including without limitation the Health and Safety at Work Act 1974, the Environmental Protection Act 1990, the Control of Substances Hazardous to Health Regulations 2002 and the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

13.2 The Buyer acknowledges and accepts that the Lot may not comply with the relevant health and safety legislation at the time it is sold, may not be suitable for domestic use, and/or may require specialist handling or treatment prior to its removal from the Premises, during the physical transfer to the Buyer, and prior to its use.

13.3 It is the Buyer's sole responsibility to ensure that it understands, and complies at all times with, any and all health and safety legislation and codes of conduct relating to the Lot and the use of the Lot (including, where clause 12 applies, at all times during the removal of the Lot from the Premises).

13.4 The Buyer agrees and undertakes that it will relieve the Seller and JOHN PYE AUCTIONS of any duties pursuant to sections 6 of the Health and Safety at Work Act 1974 in respect of the Lot.

13.5 The Buyer shall provide JOHN PYE AUCTIONS with written undertakings (in a form acceptable to JOHN PYE AUCTIONS and in addition to those given by the Buyer on Registration with JOHN PYE AUCTIONS) that the Buyer will comply with all duties and obligations in respect of the Vehicle imposed by the Road Traffic Act 1972, Health and Safety at Work Act 1974 and any subsequent modification or re-enactment of either Act by any other legislation affecting the use of the Vehicle. JOHN PYE AUCTIONS may cancel the contract of sale if the Buyer fails to provide such an undertaking upon request. In this event, JOHN PYE AUCTIONS will be entitled to re-auction the Vehicle at any time.

14. BUYER DEFAULT

Non-Payment

14.1 If the Buyer fails to pay in full any of the amounts due under the Contract on the due date for payment, without prejudice to any other right or remedy that the Seller and/or JOHN PYE AUCTIONS may have, JOHN PYE AUCTIONS and/or the Seller may do any or all of the following:

14.1.1 terminate the contract for sale of the Vehicle(s) (or any other Vehicle(s)) sold to the defaulting Buyer at the auction;

14.1.2 retain the Security Deposit paid by the Buyer and to pursue the Buyer directly for all monies owed including damages for breach of contract;

14.1.3 enter the Vehicle(s) in question to be re-sold at public auction or by private treaty;

14.1.4 remove, store and insure the Vehicle (whether at the Premises or otherwise) and charge the Buyer for monies owed in respect of costs incurred by JOHN PYE AUCTIONS and the Seller, including the cost of removing, storing and insuring the Lot (whether at the Premises or otherwise) and JOHN PYE AUCTIONS reserves the right to notify and charge the Buyer the cost of storage when that amount has to be ascertained from a third party. For the avoidance of any doubt those costs are payable per individual Lot;

14.1.5 withhold the sale and/or release to the Buyer of any other goods or Vehicles purchased by the Buyer at the same or any other auction until the earlier of the date that the Buyer pays all amounts due under the Contract in full or the date that the Seller terminates the Contract;

14.1.6 apply any proceeds of sale due to the Buyer towards settlement of any unpaid payments due from the Buyer;

14.1.7 exercise a lien on any of the Buyer's property which is for any purpose in the possession of JOHN PYE AUCTIONS.

Non-Removal of a Lot

14.2 If the Buyer fails to remove the Lot from the Premises either at all or before the deadline imposed pursuant to clause 12.1, without prejudice to any other right or remedy that the Seller and/or JOHN PYE AUCTIONS may have, JOHN PYE AUCTIONS and/or the Seller may do any or all of the following:

14.2.1 terminate the contract;

14.2.2 re-enter the Vehicle into auction;

14.2.3 charge the Buyer a one-off administration fee of £50 plus VAT per Invoice;

14.2.4 move the Vehicle (at the risk of the Buyer provided that JOHN PYE AUCTIONS will use reasonable care and skill in such a move) to another Premises from that where the Buyer purchased the Vehicle; and

for every calendar day following the day on which the Vehicle(s) should have been collected from the Premises by the Buyer, without exception the Buyer will incur a daily fee of £21 plus VAT per Vehicle for continued storage and insurance of the Lot whether at the Premises or at alternative premises that the Lot is moved to. Such charges will continue to accrue notwithstanding the transfer by JOHN PYE AUCTIONS of any Vehicle to alternative Premises, and JOHN PYE AUCTIONS reserves the right to notify and charge the Buyer the cost of storage when that amount has to be ascertained from a third party. For the avoidance of any doubt those costs are payable per individual Lot, until the earlier of the date that the Buyer removes the Lot from the Premises (or such replacement premises) and the date the Seller terminates the Contract. The Buyer must pay all sums due to JOHN PYE AUCTIONS pursuant to clauses 10 and 14 before the Buyer will be permitted to remove the Lot from the Premises (the Buyer may **only** pay such sums by BACS/bank transfer, not by card, cheque or in cash);.

14.3 When a Vehicle is re-auctioned pursuant to clause 14.2 or otherwise in accordance with these Terms as deemed appropriate by JOHN PYE AUCTIONS, the proceeds of such re-sale will be applied in the following manner:

14.3.1 any outstanding storage, administration and/or removal fees, and insurance expenses due to JOHN PYE AUCTIONS;

14.3.2 Defaulter's Entry Fee; and

14.3.3 any sums due under the original contract following the first auction,

(together with any VAT chargeable on each sum).

JOHN PYE AUCTIONS may only apply the Security Deposit as against the costs listed above in this clause 14.3 if the re-sale is occurring further to clause 14.2 and the proceeds of such re-sale are insufficient to discharge the costs listed at clauses 14.3.1-14.3.3 inclusive.

In all cases the defaulting Buyer is further liable to pay to JOHN PYE AUCTIONS any resulting deficiency in the purchase price achieved at the first auction after deduction of any part payment and addition of the resale costs listed in this clause.

Termination

14.4 The Seller and/or JOHN PYE AUCTIONS can terminate the Contract without incurring any liability to the Buyer and without prejudice to any other right or remedy that the Seller and/or JOHN PYE AUCTIONS may have, if:

14.4.1 the Buyer fails to pay any sum due by the due date for payment or otherwise comply with its obligations under clause 10;

14.4.2 NOT USED.

14.4.3 following payment in full for the Lot, the Buyer fails to remove the Lot from the Premises on the date and at the time agreed by JOHN PYE AUCTIONS or otherwise comply with its obligations under clause 12;

14.4.4 the Buyer fails to comply with its obligations under clause 13.3 and/or 13.5;

14.4.5 the Buyer fails to provide Valid Identification Documents in accordance with clause 9.7.2;

14.4.6 the Lot cannot be removed from the Premises without causing, or being reasonably likely to cause, damage to the Premises or to any property or person;

14.4.7 a third party provides evidence satisfactory to JOHN PYE AUCTIONS that it has superior title or right to the custody or possession of the Lot;

14.4.8 the Lot is unlawful (including, without limitation, if the Lot contains Vehicles which it is unlawful to sell) or if the Lot infringes any third party rights

14.4.9 a recall is issued affecting the Lot;

14.4.10 a government or public authority (such as Trading Standards) issues a restriction or prohibition on sale or requires the sale to be terminated, and

the Contract shall be deemed terminated from either (a) the date that JOHN PYE AUCTIONS markets the Lot for resale; or (b) such other date as JOHN PYE AUCTIONS may inform the Buyer. Where the Contract is terminated pursuant to clause 14, the rights set out in 14.1-14.7 survive such termination.

14.5 Without prejudice to any other rights or remedies of the Seller and/or JOHN PYE AUCTIONS:

14.5.1 where the Contract is terminated under clause 14.4.1, any Security Deposit or other amount paid by the Buyer under the Contract shall be forfeited;

14.5.2 where the Contract is terminated under clause 14.4.2, and if payment has been made pursuant to clause 10 but the contract is terminated under clauses 14.4.3 and/or 14.4.4, any Security Deposit or other amount paid by the Buyer under the Contract shall only be forfeit if the resale proceeds of the Lot are insufficient to cover the costs set out below at clause 14.5.4; and

14.5.3 no earlier than 14 days after the date that the Buyer is obliged to make payment in full pursuant to clause 10.2, the Seller may (but shall not be obliged to) dispose of or resell the Lot in whole or in part to a third party without restriction and without having to account to the Buyer for any increase or decrease to the price that was originally agreed to be paid by the Buyer; and

14.5.4 where the Contract is terminated under clause 14.4.2, 14.4.3 or 14.4.4 any proceeds of such resale received from the third party buyer (excluding Buyer Premium and any VAT paid) will be applied to discharge the liabilities owed to JOHN PYE AUCTIONS in the following order:

14.5.4.1 the costs incurred by JOHN PYE AUCTIONS for storage, removal and insurance of the Lot up to the point of conclusion of the resale;

14.5.4.2 the Buyer Premium;

14.5.4.3 an administration fee of £50 plus VAT per Invoice;

14.5.4.4 any other liabilities (including the Defaulter's Entry Fee) owed to JOHN PYE AUCTIONS and/or the Seller; and

once the above liabilities have been discharged, the amounts outstanding (if any) from resale of the Lot shall be paid to the Buyer.

14.6 In the event that the Contract is terminated pursuant to clause 14.4.6, clause 14.4.7, clause 14.4.8, clause 14.4.9, or clause 14.4.10, without prejudice to any other right or remedies of the Seller and/or JOHN PYE AUCTIONS, if the Lot has been removed from the Premises, the Buyer shall deliver the Lot to such address as JOHN PYE AUCTIONS shall specify or make available the Lot for collection by JOHN PYE AUCTIONS (at JOHN PYE AUCTIONS' election).

14.7 The Buyer shall indemnify and keep indemnified JOHN PYE AUCTIONS and the Seller against all liabilities, costs, claims, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered, incurred or paid by JOHN PYE AUCTIONS and/or the Seller arising out of or in connection with the termination of the Contract (except where terminated pursuant to clause 14.4.6 or clause 14.4.7 or clause 14.4.8 or clause 14.4.9 or clause 14.4.10) and resale of the Lot (including, without limitation, the cost of storage and insurance for the Lot and any loss arising out of the resale of the Lot at a lower price than originally agreed to be paid by the Buyer).

14.8 If the Buyer commits a breach of any these Terms, JOHN PYE AUCTIONS reserves the right to reject or ignore any bids or offers made by or on behalf of the Buyer at a future auction or sale and/or to close the Buyer's account without further reference to the Buyer.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Any use by the Buyer of the Lot (including without limitation computer software) shall be subject to the terms of any existing licence or other Intellectual Property Rights in and to such Lot.

15.2 All Intellectual Property Rights in and to the Website and the Important Notes and any advertising materials, catalogues or brochures issued by JOHN PYE AUCTIONS and any photographs, illustrations or other images of the Lot are and shall remain the property of JOHN PYE AUCTIONS or the Seller or their licensors. The Buyer shall not copy, reproduce, alter, adapt, modify, translate or deface such Intellectual Property Rights in whole or in part for any purpose.

16. LIMITATION OF LIABILITY (CONSUMER ONLY)

16.1 This clause 16 applies only to Buyers who are Consumers.

16.2 Buyers are reminded that JOHN PYE AUCTIONS acts only as an agent of the Seller and is not the manufacturer or supplier or owner of the Lot.

16.3 Nothing in these Terms shall limit or exclude the liability of JOHN PYE AUCTIONS, the Seller, or those third parties connected to JOHN PYE AUCTIONS and/or the Seller, and each of their directors, employees, subcontractors and agents, for:

16.3.1 death or personal injury caused by its or their negligence;

16.3.2 fraud or fraudulent misrepresentation; and

16.3.3 any matter in respect of which it would be unlawful to exclude or restrict liability.

16.4 If JOHN PYE AUCTIONS or the Seller fails to comply with these Terms, it or they shall be responsible for loss or damage the Bidder or the Buyer (as applicable) suffers that is a foreseeable result of its or their breach of these Terms or its or their negligence, but no party referred to in clause 16.3 is responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by the parties to the Contract at the time the Contract was entered into.

17. LIMITATION OF LIABILITY (NON-CONSUMERS)

17.1 This clause 17 applies only to non-Consumers.

17.2 Buyers are reminded that JOHN PYE AUCTIONS acts only as an agent of the Seller and is not the manufacturer or supplier or owner of the Lot.

17.3 Subject to clause 17.5, the Buyer acknowledges that the Seller may be a trustee in bankruptcy or be represented, in relation to the sale of the Lot, by one or more liquidator, administrator or insolvency practitioner ("**Seller's Agent**") and the Buyer agrees that the Seller's Agent is (or are) acting as agent on behalf of the Seller and shall incur no personal liability whatsoever whether on their own part or in respect of any part of the Seller to observe, perform or comply with any obligations hereunder, whether such liability would arise under the Insolvency Act 1986 or otherwise.

17.4 Subject to clause 17.5, all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, including without limitation the terms implied by section 13 to 15 of the Sale of Goods Act 1979, are, to the fullest extent permitted by law, expressly excluded.

17.5 Nothing in these Terms shall limit or exclude the liability of JOHN PYE AUCTIONS, the Seller, or those third parties connected to JOHN PYE AUCTIONS and/or the Seller, and each of their directors, employees, subcontractors and agents for:

17.5.1 death or personal injury caused by negligence

17.5.2 fraud or fraudulent misrepresentation;

17.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (however, attention is drawn to clause 9.1);

17.5.4 any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability.

17.6 Subject to clause 17.5 and clause 17.7, the liability of JOHN PYE AUCTIONS and the Seller and those third parties connected to JOHN PYE AUCTIONS and the Seller, and each of their directors, employees, subcontractors and agents, for loss incurred or suffered by any Bidder or the Buyer or any other person arising out of or in connection with the Contract or the Lot, shall be limited to the price paid by the Buyer for the Lot or, where no price has been paid, limited to the price agreed under clause 4.6.

17.7 Subject to clause 17.5, JOHN PYE AUCTIONS and the Seller and those third parties connected to JOHN PYE AUCTIONS and the Seller, and each of their directors, employees, subcontractors and agents shall under no circumstances whatsoever be liable to any Bidder or the Buyer or any other person, under or in connection with the Contract or the Lot, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for any:

17.7.1 loss of profits;

17.7.2 loss of income or revenue;

17.7.3 loss of business or business opportunity;

17.7.4 loss of anticipated savings;

17.7.5 loss of, or corruption or damage to, information or data;

17.7.6 loss or damage to goodwill;

17.7.7 wasted management or office time;

17.7.8 loss arising from third party claims;

17.7.9 indirect, special or consequential loss.

18. DATA PROTECTION

18.1 Personal data that is processed by JOHN PYE AUCTIONS in relation to the Contract shall be processed by JOHN PYE AUCTIONS in accordance with its Privacy Policy which can be viewed at www.johnpyetrade.co.uk/terms/privacy.

19. FORCE MAJEURE

19.1 JOHN PYE AUCTIONS and the Seller shall not be liable to the Buyer for any delay or failure in the performance of its or their obligations under the Contract caused by factors beyond its or their reasonable control including (without limitation):

19.1.1 acts of God, flood, drought, earthquake or other natural disaster;

19.1.2 epidemic, pandemic or public health crisis;

19.1.3 terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

19.1.4 nuclear, chemical or biological contamination or sonic boom;

19.1.5 any law or action taken by a government or public authority, including without limitation, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent;

19.1.6 collapse of building, fire, explosion or accident;

19.1.7 any labour or trade disputes, strikes, industrial action or lock-outs;

19.1.8 non-performance by suppliers or subcontractors;

19.1.9 in circumstances where we have reasonable doubt about the source of funds used by the Buyer to make payment for the Lot; or

19.1.10 interruption or failure of utility service.

19.2 In such circumstances, JOHN PYE AUCTIONS shall notify the Buyer and take reasonable steps to minimise any delay. The time for performance by JOHN PYE AUCTIONS and/or the Seller shall be deemed to be extended for the period that any of the above continues.

19.3 If the Buyer is a Consumer and there is a substantial delay or failure in the performance of JOHN PYE AUCTIONS or the Sellers' obligations under the Contract, the Buyer may terminate the Contract and receive a refund.

20. GENERAL TERMS

20.1 JOHN PYE AUCTIONS reserves the right to revise and amend these Terms from time to time to reflect changes:

20.1.1 in market conditions affecting its business;

20.1.2 in technology;

20.1.3 in payment methods;

20.1.4 in relevant laws and regulatory requirements; and

20.1.5 in various systems capabilities.

Such amendments shall be posted on the Website and shall be effective immediately provided that such amendments shall not affect any contract already concluded under clause 4.6.

20.2 Except as set out in these Terms, no other variation of these Terms, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing signed by JOHN PYE AUCTIONS.

20.3 If any court or competent authority decides that any provision whether in whole or part within these Terms is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

20.4 If, or to the extent that, any of these Terms (as amended from time to time in writing by JOHN PYE AUCTIONS) are Terms to which any of the provisions of the Unfair Contract Terms Act 1977 or the Supply of Goods and Services Act 1982 or any consumer legislation or any subsequent modification or re-enactment thereof apply then such Terms shall be enforceable only to the extent permitted by those Acts or their subsequent modification or re-enactment and these Terms shall be construed accordingly.

20.5 If at any time JOHN PYE AUCTIONS fails to insist that the Seller and/or Buyer perform their obligations under the Contract, or if JOHN PYE AUCTIONS does not exercise any of its rights or remedies under the Contract, that will not mean that JOHN PYE AUCTIONS has waived such rights or remedies and will not mean that the Seller and/or Buyer does not have to comply with those obligations. If JOHN PYE AUCTIONS waives a default by the Seller and/or Buyer that will not mean that JOHN PYE AUCTIONS automatically waives any prior and/or subsequent default by the Seller and/or Buyer. No waiver by JOHN PYE AUCTIONS of any of the Contract shall be effective unless JOHN PYE AUCTIONS expressly states that it is a waiver and JOHN PYE AUCTIONS tell the Buyer and Seller so in writing.

20.6 No waiver by the Seller shall be effective unless the Seller expressly states that it is a waiver and the Seller tells the Buyer and JOHN PYE AUCTIONS so in writing.

20.7 The Contract constitutes the entire agreement between the parties and supersedes all prior representations, agreements, negotiations and understandings between the parties.

20.8 The Buyer acknowledges and agrees that it has not relied on any statement, promise or representation made or given by, or on behalf of, JOHN PYE AUCTIONS or the Seller which is not set out in these Terms.

20.9 With the exception of JOHN PYE AUCTIONS, a person who is not party to the Contract shall not have any rights under or in connection with them under Contracts (Rights of Third Parties) Act 1999.

20.10 The Contract, the sale of the Lot, any disputes and/or claims arising out of it shall be governed by English law and JOHN PYE AUCTIONS, the Seller and the Buyer all agree to the exclusive jurisdiction of the English courts to resolve any such disputes. However, if the Buyer is a Consumer and resident of Scotland, Wales or Northern Ireland, the Buyer may bring proceedings in their local court.

20.11 No party may commence any court proceedings or arbitration in relation to any dispute arising out of the Contract until it has attempted to resolve the dispute via mediation and either the mediation has terminated or the other party has declined or failed to participate in mediation, provided that the right to issue proceedings is not prejudiced by a delay. A copy of JOHN PYE AUCTIONS' complaints policy is available from JOHN PYE AUCTIONS on request.

21. CONTACT JOHN PYE AUCTIONS

21.1 For questions, comments or complaints, please contact JOHN PYE AUCTIONS using the details below:

Online Chat: available on www.johnpyevehicles.co.uk

Write: Vehicle Disposal Administration Manager, John Pye Auctions, Head Office, James Shipstone House, Radford Road, New Basford, Nottingham, NG7 7EA.

Email: info@johnpye.co.uk

Call: 0115 9 70 60 60

Enquiry Form: Customer Enquiry Form (johnpye.co.uk)

Last updated: 30 April 2026

Appendix 1

Valid Identification Documents

All identification documents provided must be current, i.e. not expired and match the details on the Buyer's account

All Buyers must provide **one** form of identification from each of **Column A and Column B**

Column A	Column B
Valid Proof of Identity	**Valid Proof of Address**
• Photo Drivers licence • Passport • Firearms or Shotgun licence • National government issued Identity card / biometric residence permit • Armed Forces Card • Photocard bus pass issued to older or disabled person (government or local authority issued)	• Gas / electric / water / landline / broadband bill • Council Tax statement less than 12 months old • Bank or Credit card statement • Mortgage statement • Rental agreement • Wages slip • HMRC tax code notice / P45 or P60 / benefits statement All documents proving address must be issued within the last 3 months (except council tax) and show the customer's name and a UK address on the invoice/account

Valid Proof of Trade Status

Trade Buyers must supply an in-date trade insurance Certificate stating for MOTOR TRADE PURPOSES. The Company or buyer's name MUST be the policy holder, not a named driver. Trade insurance documents DO NOT count as a utility bill for the purposes of Column B in this Appendix.

Valid Proof of ATF Status

Authorised Treatment Facility Buyers must provide a copy of their ATF permit which must match the company name and address shown our records; ATF permits will be checked against the gov.uk website.