

Scarborough Borough Council Asset Disposal – VPE416

Particulars of Sale



FOR SALE – SEALED BIDS ONLY

Offers are invited for the following used vehicle:-

Registration: NL59VDN

Odometer: 69093 miles

Make: Citroen

Body Type: MPV

Model: Berlingo

MOT: 26/10/2017

D.O.R: 11/06/2009

Other Information

Features – Beacon, Roof Vents

Important Notice

The Asset is sold “as seen”. Please refer to the attached Conditions of Sale.

Viewing is strictly by appointment only. Testing is not permitted. To arrange a viewing please contact Chris Winson on 01723 383618 or by email Chris.Winson@scarborough.gov.uk or Ian Bromley on 01723 383170 (Ian.Bromley@scarborough.gov.uk)

The Asset may be located where Hi-Visibility clothing must be worn.

All bids must be returned by the deadline date and time shown below. Bids to be submitted in a **sealed envelope** that is clearly labelled “**TENDER – VPE416**” to:-

**Karen Crosier
Legal & Democratic Services
Town Hall
St Nicholas Street
Scarborough
YO11 2HG**

Or

Electronically by email (subject “**Tender – VPE416**”) to audit@scarborough.gov.uk

No later than 16:00 Hours on the 31st August 2017

If you have any further questions please call Chris Winson (01723 383618).

Payment

Should you be successful with your bid, the preferred payment method is by issue of an invoice and payment must have cleared before collection of the Asset.

Your Offer

Company /Name of Bidder:	
Address:	
Telephone:	
Email:	

Vehicle	Reg Number	MOT Expiry	Mileage	Offer
Citroen Berlingo	NL59VDN	26/10/2017	69093	£
VAT @ 20%				£
Total Offer Price				£

Scarborough Borough Council reserves the right not to accept any offer.

Asset Disposal

Conditions of Sale

In these Conditions:-

this Agreement means the above Particulars of Sale and these Conditions

the Asset means the goods referred to in the above Particulars of Sale which the Buyer agrees to buy from the Seller

the Buyer means the successful bidder of the Asset

the Price means the price (plus VAT at the prevailing rate) for the Asset agreed in writing between the Buyer and the Seller

the Seller means Scarborough Borough Council of Town Hall, St Nicholas Street, Scarborough YO11 2HG

any phrase introduced by the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

The Seller shall transfer such title as it has in the Asset.

Any details of the Asset are given only for the purposes of identifying the Asset and do not make this Agreement a sale by description.

The Asset is sold "as seen". The Seller makes no representations and gives no warranties as to the quality, condition, state or description of the Asset, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Asset are excluded to the fullest extent permitted by law.

The Buyer acknowledges that, before the date of collection of the Asset, the Seller has given the Buyer a reasonable opportunity to inspect the Asset and the Buyer has satisfied itself as to the quality and condition of the Asset.

The Seller shall (unless otherwise agreed between the parties) issue the Buyer with an invoice for the Price plus VAT at the prevailing rate (if applicable) on acceptance of the Buyer's offer.

The Buyer shall pay the Price to the Seller prior to collection of the Asset. Payment shall be made in cleared funds to the bank account nominated in writing by the Seller.

If a party fails to make any payment due to the other under this Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above NatWest Bank's base rate from time to time. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

The time for payment is of the essence. Payment will only be effected when the Seller receives the Price in cleared funds.

The Buyer shall collect the Asset from the Seller at the location specified by the Seller on the date specified by the Seller during the Seller's usual business hours.

If the Buyer fails to collect the Asset when due the Seller may charge reasonable costs of storage from the date when collection should have been completed until collection is completed.

The time for collection of the Asset is not of the essence. The Seller shall not be liable for any delay in collection of the Asset that is caused by events, circumstances or causes beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate instructions that are relevant to the sale and collection of the Asset.

Collection is completed on the removal of the Asset from the location specified by the Seller.

Upon collection of the Asset, the Buyer shall sign an acknowledgement of receipt in the agreed form.

The risk of damage to or loss of the Asset shall pass to the Buyer upon the Seller's notice to the Buyer that the Asset is available for collection.

The title to the Asset shall pass to the Buyer only on payment in full of the Price in cleared funds.

Nothing in this Agreement shall limit or exclude the Seller's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable)
- fraud or fraudulent misrepresentation
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (as amended from time to time)
- any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

Subject to the above paragraph:

- the Seller shall under no circumstances be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement
- the Seller's total liability to the Buyer for all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Price.

Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so.

Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

This Agreement is without prejudice to the Buyer's statutory rights (if any) as a consumer.

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 28 days, the party not affected may terminate this Agreement by giving 28 days' written notice to the affected party.

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

Any variation to this Agreement must be agreed in writing in advance by the Seller.

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy

shall not:

- waive that or any other right or remedy; or
- prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement.

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this paragraph, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the above paragraph; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one working day after transmission.

The above two paragraphs shall not apply to the service of any proceedings or other documents in any legal action.

No one other than a party to this Agreement shall have any right to enforce any of its terms.

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England.

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.