



THAINSTONE SPECIALIST AUCTIONS
(a member of ANM Group Ltd)
Thainstone Centre, Inverurie AB51 5XZ



CONDITIONS OF SALE OF MOTOR VEHICLES

1. **The Parties and TSA**

1.1 The parties to the contract are the seller and the buyer.

1.2 TSA acts as agents for the seller.

1.3 The parties will be responsible for, indemnify and hold harmless TSA, its officers and employees for any loss or damage of any kind and including damage caused to property as well as personal or fatal injury or disease caused to or suffered by any person arising out of or in connection with the performance of the contract between the Vendor and the Buyer.

2. **Certification**

TSA reserves the right not to accept a vehicle for sale unless and until there have been lodged by the seller with TSA a valid vehicle registration document and MOT certificate.

3. **Title Warranty**

The seller warrants that he is the owner of the vehicle and that he has the right to sell it free of any charge or hire purchase or other credit agreement.

4. **Vehicle Warranties**

4.1 Where a vehicle is sold "with warranty" the seller warrants that it is free from defects in the engine, gearbox, clutch, back axle, brakes, steering and chassis and that it includes a jack and spare wheel. The seller must disclose any known defect (including but not limited to the aforesaid defects) and the buyer of a vehicle with such a disclosed defect will not be entitled to reject it on the ground of that defect.

4.2 Where a vehicle is sold "without warranty" buyers must before bidding satisfy themselves as to what is offered for sale and by bidding they will be held to have satisfied themselves that the vehicle is satisfactory in all respects. Such a vehicle will be purchased "as seen" by the buyer who shall have no right to reject the vehicle, to claim damages or any other remedy of whatsoever nature other than for a breach of the warranty in 3 above. The buyer of such a vehicle must ensure that before it is used on the public roads it is in roadworthy condition.

4.3 Whether a vehicle is sold with or without warranty will be displayed on its windscreen prior to the sale and will be announced by the auctioneer at the time of the sale.

4.4 For the avoidance of doubt no warranty is given by or imported against the seller or the Auctioneer in respect of any mileage shown either on the odometer of the vehicle or the entry form unless the seller indicates that the mileage is warranted.

5. **Bidding**

5.1 The auctioneer may reasonably refuse to accept bids from any person or persons and if any dispute arises as to any bid, the auctioneer shall be entitled, at his reasonable discretion, either to decide the dispute, in which case his decision will be final and binding, or to withdraw the vehicle and expose it for sale of new.

5.2 The vehicle will be sold to the highest bidder unless the seller has entered the vehicle for sale with a reserve price in which case the authority of the seller to accept a bid other than the reserve price must be obtained otherwise the vehicle shall be withdrawn from sale.

5.3 Whether or not there is a reserve price, the seller may withdraw a vehicle at any time before the vehicle enters the sale ring, in which case the seller will pay a withdrawal fee together with any expenses and other charges reasonably incurred by the Auctioneer in connection with the exposing for sale of that vehicle. The Seller will not be liable for the withdrawal fee and other charges where the Auctioneer has breached its contract with the Seller in any material way.

5.4 The seller may withdraw a vehicle after the vehicle has entered the sale ring, in which event the seller will pay an unsold fee together with any expenses and other charges reasonably incurred by the Auctioneer in connection with the exposing for sale of that vehicle. The seller will not be liable for the unsold fee and other charges where the Auctioneer has breached its contract with the seller in any material way.

6. **Payment**

6.1 The fall of the auctioneer's hammer concludes a contract of sale between the seller and the buyer.

6.2 The buyer must then immediately pay to TSA either the full price or a deposit of the lower of either 10% of the price or such other sum as is stated on a notice displayed in the sale premises and that either in cash or by bank draft.

6.3 Where such deposit is paid, the balance of the price must be paid to TSA not later than 12 noon on the day following the sale.

6.4 If the price is not so paid, the vehicle may be resold or otherwise disposed of and the buyer will be liable to the seller for any reasonable loss incurred by the seller (including costs and charges reasonably incurred by the seller's agents) in connection with such resale or disposal. Any deposit paid by the buyer may be retained and applied towards that loss.

6.5 No buyer shall remove any vehicle from the sale premises until payment of all sums due has been made and any cheque presented by the buyer has been honoured.

6.6 The seller will not be entitled to receive payment of the proceeds of the sale of the vehicle from TSA unless and until TSA have received full payment of the sale price.

6.7 Where applicable VAT shall be added to the price in accordance with legislation prevailing at the time of the contract.

7. **Breach of Vehicle Warranty**

7.1 Notification of any alleged breach of warranty must be made to and the vehicle returned to TSA by the buyer by no later than 12 noon on the day following the day of sale. TSA will inspect the vehicle as soon as possible after return of the vehicle and in any event within 2 hours of said return.

7.2 In the event of TSA accepting that there has been a breach of warranty the buyer shall be entitled to such compensation or other remedy as shall be agreed between buyer and seller. Nothing contained in this Clause shall prevent buyer or seller raising appropriate court proceedings.

7.3 In the event of TSA not accepting that there has been a breach of warranty the buyer must uplift the vehicle within 24 hours of intimation by TSA to the buyer of TSA's decision. Nothing contained in this Clause shall prevent buyer or seller raising appropriate court proceedings.

8. **Rejection**

Intimation of rejection must be made to and the vehicle returned to TSA by the buyer by no later than 12 noon on the day following the day of the sale. Where the buyer alleges that the vehicle cannot be driven as a result of the alleged defect, intimation of this must, if reasonably requested by TSA, be supported by a Report from an Independent Motor Engineer or from another independent party reasonably acceptable to TSA, said Report to be received by TSA within such time as TSA may reasonably specify. TSA will inspect the vehicle within 2 hours of receipt of intimation of rejection and may arrange for the inspection of the vehicle by an Independent Motor Engineer. In the event that the seller and buyer agree that rejection is justified (1) the buyer shall be entitled to a refund of the purchase price and payment of the reasonable costs incurred by the buyer in connection with the rejection; and (2) the seller will be responsible for the cost of the Motor Engineer's report obtained by TSA. In the event that the seller and buyer agree rejection is not justified the buyer will be responsible for the cost of the Motor Engineer's report obtained by TSA and for any other reasonable costs incurred by TSA and/or the seller in connection with the unjustified rejection. Nothing contained in this clause shall prevent either buyer or seller raising appropriate court proceedings.

9. **Risk**

9.1 Until property in a vehicle passes to the buyer the vehicle is at the seller's risk and the seller must maintain appropriate insurance cover on the vehicle, whilst being test driven or demonstrated the vehicle will be covered by TSA's insurance.

9.2 Property in the vehicle and risk will pass to the buyer when TSA have received the purchase price of the vehicle in cleared funds.

10. **Title**

Property of the vehicle will remain with the seller until the buyer has paid the purchase price in full in cleared funds. Until property has passed to the buyer possession of the vehicle may be recovered by the seller.

11. **Buyer's Protection Insurance Premium**

A fee in respect of the Premium is payable in addition to the sale price on all lots purchased. The cover is such that, if the vehicle purchased has been an insurance total loss (and not declared at the time of sale), is stolen property or is subject to an undischarged hire purchase agreement and is to be repossessed,

the purchase price will be repaid in full. The period of this cover will be one year from the date of purchase and will be limited to the purchase price of the vehicle. The fee in respect of the premium is non refundable to buyer.