



AUCTIONS TERMS AND CONDITIONS

In the case where a purchaser deals with 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.

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

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 Mca 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 Auction Vehicle(s) Entry Form together with the vehicle's De-registration document, either a Japanese Auction Certificate or a current BIMTA Certificate (either whichever applies to the vehicle), together with any other document necessary to complete the Vendor's title to the vehicle (such as the Original (or Proof of Surrender) of the Shipping Bill of Lading, or the Vehicle Registration Certificate – if already Registered at DVLA) 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, which concludes the bidding, the purchaser of the vehicle ("the Purchaser") shall be deemed to have entered into a conditional contract to purchase the vehicle for cash or equivalent in cleared acceptable funds. The sale price will be inclusive of duty and VAT on the vehicle. There shall be two strict conditions precedent which must be satisfied before the sale shall take effect:
 - (a) The Purchaser shall deposit with the Auctioneer a sum equivalent to the sale price in cleared funds as more particularly detailed in paragraph (ii) and within the terms of paragraph (x) hereof.
 - (b) Upon the Purchaser complying with sub-paragraph (a) above the Vendor shall affect full customs clearance of the vehicle by discharging all import duty and V.A.T relating thereto.

- (ii) All payments must be either in cash, acceptable credit card, banker's draft or bank transfer. The Auctioneer reserves the right to demand bank verification of bank notes and/or bank drafts prior to the release of the vehicle(s). 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.

- (iii) 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.

(iv) 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.

(v) All vehicles are offered in their condition at time of sale and in the location of sale. The Auctioneer gives no express or implied warranties or representations, 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.

(vi) 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.

(vii) 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 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.

(viii) The Purchaser must be satisfied as to the actual condition of a vehicle prior to commencement of bidding for same. 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 fault and defects of whatsoever 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 the purpose, merchantability quality or roadworthiness 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 conditional sale pay to the Auctioneer the full purchase price or 10% of the purchase price provided

the same is not less than £50.00 the balance to be paid within 48 hours of the sale (sale being conditional upon HM Custom & Excise clearance approval).

(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 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 HM Customs and Excise clear the vehicle and 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 FOUR (4) 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) If within fourteen days from the date of notification in writing by the Auctioneer to the Vendor in respect of:

(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; and/or

(c) a failure to instruct the Auctioneer as to what action the Vendor or the Purchaser as the case may be requires the Auctioneer to take in respect of any such vehicle;

then the Auctioneer reserve the right and shall be deemed to have been instructed by the Vendor or the Purchaser as the case may be 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 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 travelling 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 as defined in the Road Traffic (Consequential Provisions) Act 1988 as amended from time to time and the regulations and bye-laws made there under 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.

(xix) These terms and conditions of business shall be deemed or be incorporated into all contracts of sale effected by the Auctioneer whether by way of public auction or private treaty.

(xx) The Vendor warrants to the Auctioneer that good title to the vehicle concerned will pass to the Purchaser.

(xxi) 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.



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