

Terms and Conditions

MILTON KEYNES STADIUM MOTOR AUCTIONS CONDITIONS OF ENTRY AND SALE

These conditions shall apply to all vehicles entered for sale and to all vehicles sold by auction or by private treaty by Milton Keynes Stadium Motor Auctions (hereinafter called “the Auctioneers”), and shall be binding upon every Seller and every Buyer

1. Definitions and Interpretation:
 - a. “Seller” used in these conditions shall include the owner of the vehicle, his authorized Agent and any other person offering the vehicle to the Auctioneers for sale whether he be authorized by the owner or not.
 - b. “Buyer” used in these conditions shall include the person to whom the vehicle is sold by private treaty, the highest bidder, the person declared by the Auctioneers as being the Purchaser and, if any of the aforesaid persons are acting for a principal, the principal himself.
 - c. “Sale” shall include sale by private treaty as well as sale by auction.
 - d. “Vehicle” shall include all Motor Cars, Motor Vehicles, Motor Cycles, Plant and other items entered for sale by Public Auction or by private treaty.
 - e. The age of a vehicle shall be taken to be the year of manufacture or the year in which it was first registered in the United Kingdom whichever is sooner.
2. The Auctioneers reserve the right to refuse to accept any vehicle for sale.
 - a. No vehicle will be accepted for sale unless the appropriate entry form has been fully completed and the entry fee paid. The Auctioneers may reject a vehicle for sale if the registration document, MOT test certificate (where applicable), and the keys to the vehicle are not handed to the Auctioneers prior to entering the vehicle into a sale.
 - b. Where a vehicle is accepted for sale without all the items referred to being produced and is sold, payment will be withheld until the appropriate items are produced.
 - c. Where a vehicle is rejected for sale by the Auctioneers under (a) above, rejection shall be deemed to be withdrawal from entry for sale by the Seller who must pay the charges indicated under Condition 7 below.
 - d. The particulars given on the entry form and the description of the vehicle contained therein form the basis of the contract between the Seller and the Auctioneers, and the Auctioneers shall not be liable to account to the Seller for any loss which may arise through the use of such particulars or description in any sale.
3. **UNLESS OTHERWISE AGREED BY THE AUCTIONEERS ALL VEHICLES OVER 10 YEARS OLD MUST BE OFFERED FOR SALE WITHOUT RESERVE.**
4. If a reserve price is not stated in the appropriate place on the entry form the vehicle will be sold without reserve. An entry form bearing the reserve price will be construed by the Auctioneers to indicate authority to sell at the figure stated on the form.
5. If a current vehicle excise license disc is on any vehicle when sold it will be the property of the Buyer and the Seller must allow for this in any reserve price indicated in the entry form.
6. The Auctioneers shall be entitled to a commission in accordance with the published scale of charges displayed sale room on the price at which the vehicle is sold. Where a sale is subsequently amended or made void due to the Seller making an incorrect statement on the entry form, the Auctioneers shall nevertheless be entitled to commission according to the published scale of charges.
7. Once vehicles have been entered for sale, they will not be released until they have been through the sale room or the Auctioneers have ceased selling for the day.
8. If any vehicle is entered for sale, but is sold by the Seller or his Agent to any person attending the sale, that sale shall be deemed to have been effected by the Auctioneers as Agents for the Seller, and full commission on the RESERVE PRICE in accordance with the published scale of charges shall be payable by the Seller at the time of sale.
9. Where a vehicle is found to be subject to an outstanding finance interest, Hire Purchase or Leasing Agreement, the Auctioneers reserve the right to discharge the existing liability to the Finance Company or other party concerned and remit the balance, if any, to the Seller on receipt of a Clearance Note from the Finance Company or other party. A fee in accordance with the published scale of charges shall be payable to the Auctioneers by the Seller.
10. The Auctioneers shall be entitled to an entry fee at the published rate each time a vehicle is entered into a sale. All entry fees on unsold vehicles must be paid before a vehicle can be removed from the Auctioneers’ premises. While unsold vehicles remain on site, the Auctioneers reserve the right to enter them in the next appropriate auction and an additional fee shall be payable by the Seller in accordance with the published scale on each and every subsequent occasion.

11. Subject to Condition 21, all vehicles must be removed by the Seller or Buyer before 1.00pm on the next working day following the sale. In default of removal, storage fees will be charged in accordance with the published scale of charges. Any vehicles not removed within two weeks may, at the option of the Auctioneers, be offered for sale WITHOUT RESERVE on giving two weeks notice of this intention to the owner (the Seller or the Buyer as appropriate to the circumstances).
12. On the sale of any vehicle the contract shall be deemed to have been made between the Seller and the Buyer. Buyers have no legal rights of action against the Auctioneers for statements made by the Seller. The Buyer's right to take action against the Seller remains unaffected. On the making of the contract of sale, the Buyer shall pay to the Auctioneers a premium per vehicle (the "Indemnity") in accordance with the published scale of charges. Payment of the Indemnity protects you against the vehicle being on a published list of stolen vehicles, or on the insurance total loss or finance register at the time of purchase. This protection shall be limited to the price paid by the Buyer for the vehicle, less the value of the use of the vehicle, assessed by the sum by which the vehicle has depreciated. It shall be obligatory on the Buyer to notify the Auctioneers within 24 hours of the sale if the chassis number differs from that shown on the registration document, or if there is evidence that the chassis number has been altered or removed.
13. Vehicles accepted by the Auctioneers for sale and left on the Auctioneers' premises are left at the Seller's risk up to the time of sale, and become the responsibility of the Buyer thereafter. The Auctioneers accept no responsibility for loss or damage caused by third parties or circumstances beyond the Auctioneers' control. If vehicles are demonstrated to prospective Buyers, they are so demonstrated at the Seller's risk.
14. The Auctioneers shall determine the amount of the price advance at each bid and no person shall be permitted to retract any bid made by him.
15. The Seller shall have the right to bid himself or by his agent except where any vehicle is entered or deemed to have been entered WITHOUT RESERVE.
16. The Auctioneers reserve the right to bid for the Seller and also the right of taking or refusing any bid. In the event of any dispute arising between two or more bidders, the Auctioneers may declare who is to be the Buyer but if this is not accepted, a bidder may refer the dispute to the Arbitration to resolve the matter.
17. Where a vehicle is sold WITHOUT RESERVE and "Sold as Seen" it shall be sold with all faults and imperfections and the Buyer shall have no right to return the vehicle, or to claim damages or any other remedy, as regards the condition of the vehicle. The Buyer's right to take action against the Seller remains unaffected.
18. Every vehicle is sold on the understanding that it will not be used on the road in the United Kingdom until it has been put into such a condition that it may lawfully be so used and, furthermore, that before it is to be used on the road the buyer is responsible for obtaining an Mot test certificate, if appropriate.
19. Immediately a sale of a vehicle, is completed the Buyer shall give his name and address to the Auctioneers. He shall pay for the vehicle in full, together with the Indemnity payable to the Auctioneers in accordance with the published charges displayed in the sale room, or at the option of the Auctioneers shall pay a deposit in accordance with the published scale displayed in the sale room, and the balance of the purchase price together with the Indemnity before the vehicle is removed. If a buyer buys more than one vehicle, they must all be paid for in full before any one vehicle can be removed. Notwithstanding Condition 12 above. The Indemnity is payable by the Buyer in respect of the services provided by the Auctioneers to the Buyer, and the Seller acknowledges that the Auctioneers are entitled to retain the Indemnity.
20. All vehicles shall be paid for by 12pm Thursday following a Wednesday sale and 12pm Saturday or 12pm Monday following a Friday sale. If the total purchase price for a vehicle or vehicles including the Indemnity is not paid within this time, the deposit as fixed according to the published scale and displayed in the sale room may be forfeited.
21. No vehicles may be transferred from a Buyer to a Sub-Buyer.
22. The responsibility for a vehicle shall pass to the Buyer immediately it is sold but ownership of the vehicle shall pass to the Buyer only when the price has been paid to the Auctioneers in full including the appropriate Indemnity.
23. Any dispute which may arise with reference to any sale or to these Conditions may be referred to the Auctioneers if the Seller and the Buyer so agree, whereupon the Auctioneers will endeavor to mediate to resolve the matter. Nevertheless, the rights of the Seller or the Buyer to take legal action shall remain unaffected.