



NO WARRANTY MOTOR VEHICLE ENTRY FORM

Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ
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 VAT Rea No. 265 3429 51

LOT NUMBER

PLEASE USE BLOCK CAPITALS

Registration Number	
Make	
Model	
Date of First Reg	
MOT Expiry Date	

Mileage as per Milometer MUST BE SHOWN	
Select as Appropriate	Incorrect Correct

Has the vehicle been an insurance total Loss?	Y	N
Has the vehicle been a Taxi/Private Hire Vehicle?	Y	N
Has the vehicle been subject to serious damage?	Y	N
Has the vehicle been a Police Vehicle?	Y	N
Has the vehicle been Imported/Re-registered?	Y	N
Is the Vehicle subject to any outstanding Finance?	Y	N

If Yes State Company: _____

Agreement Number: _____

Where a vehicle is sold without warranty it shall be implied that it is sold with all faults and imperfections. The purchaser shall have no right to return the vehicle. Purchasers will be required to ensure that "No Warranty" vehicles are in a roadworthy condition before the vehicle is used on a public highway.

Remarks: (Facts only must be justified)

Vendor's Name:		
Address:		
Post Code:		
Mobile No:		
Tel No:		
e-mail:		
VAT No:		
If Commercial Vehicle is it Plus VAT?	Y	N
Is the vehicle VAT Qualifying?	Y	N
Reserve Price £		
If no reserve is stated the vehicle will be sold to the highest Bidder. Reserves will only be accepted on vehicles over 10 yrs old or without MOT at the discretion of the Auctioneers		

Sale Price:
Indemnity Charge:
VAT:
Total £
Conditional Offer £

Purchaser:
Name:
Address:
.....
Post Code:
Telephone No:

OFFICE USE ONLY	Log Book	YES / NO
	Mot Certificate	YES / NO
Initials	V5C/3 Returned	YES / NO

I / we have read and understood the [Conditions of Sale](#). I / we certify that all parts of the vehicle mentioned in section 75 of the Road Traffic Act of 1988 are in such condition that the use of the vehicle on a road would not be unlawful by virtue of the condition of any of them. I/we certify that the above vehicle is my absolute property and is not held under HP or other credit agreement, unless otherwise stated, and the forgoing statements are correct.

Signature: **Date:**

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 and if any dispute arises, it will be decided between the parties only.
1.2 TSA act as agents and auctioneers only and under no circumstances will they have any liability to the parties arising from the contract.
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.

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 to 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 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 without giving any reason 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 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 from sale at any time before the fall of the hammer. The seller will be charged a withdrawal fee.
5.4 After a vehicle has been entered for sale, it cannot be withdrawn from exposure to sale unless the commission and any other charges due to TSA have first been paid.

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, TSA shall re-sell the vehicle as TSA alone shall decide, any deposit shall be forfeit and the buyer shall be liable to the seller for all loss and any expense incurred on such re-sale.
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 which failing as shall be fixed by TSA.
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.

8. Rejection of Warranted Vehicles

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 sale. Where the buyer alleges that the vehicle cannot be driven as a result of the alleged defect, intimation of this must, if requested by TSA, be supported by a Report from an Independent Motor Engineer said Report to be received by TSA within such time as TSA shall specify. TSA will inspect the vehicle within 2 hours of receipt of intimation of rejection and may at its sole discretion arrange for an inspection of the vehicle by an Independent Motor Engineer. In the event that TSA certifies that rejection is justified (1) the buyer shall be entitled to a refund of the purchase price and payment by the seller of the cost of returning the vehicle to TSA; and (2) the seller shall be responsible for the cost, if any, of obtaining the Motor Engineer's report. In the event that TSA certifies that rejection is not justified the buyer shall be responsible for the cost, if any, of obtaining the Motor Engineer's report.

9. Risk

- 9.1 Until sold a vehicle will remain at sole risk of the seller including any time at which it is being demonstrated or tested whether on the sale premises or the public road.
9.2 Risk will pass to the buyer at the fall of the auctioneer's hammer and will remain with the buyer notwithstanding any rejection of it unless and until it is returned to the seller in terms of 7. and 8. above.

10. Title

Even though risk in any vehicle may have passed to the buyer, title to the vehicle will remain with the seller until the buyer has paid the purchase price in full and, in the case, of uncleared funds, the sum has cleared in TSA's bank account. Until title has passed to the buyer under this condition the seller may recover possession of the vehicle from the buyer and the seller or TSA may enter upon the buyer's premises or such other premises where the vehicle is held in order to do so.

11. Indemnity

An indemnity is payable in addition to the sale price on all lots purchased. The indemnity 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 indemnity fee is non refundable to buyer.