

Terms & Conditions

Terms & Conditions for the Sale of Goods by Auction or Private Treaty

1. Application of Terms & Conditions

1.1. These Terms & Conditions shall govern the auction and sale of Goods by the Auctioneer to the exclusion of any other Terms & Conditions.

1.2. By choosing to participate in this sale by bidding on any lot(s), you are consenting to the application of these Terms & Conditions and agreeing to be bound by the same.

1.3. If you don't accept these Terms & Conditions in their entirety, you should refrain from completing the Registration process and placing any Bid(s).

1.4. Registration to Bid is considered as acceptance of these Terms & Conditions in their entirety.

1.5. In the event of a conflict of terms between these Terms & Conditions and the Terms & Conditions of any associated Platforms, these Terms & Conditions shall prevail, but all other non-conflicting terms contained in the platform's Terms & Conditions shall remain in force.

2. Interpretation

2.1. In these Terms & Conditions, unless the context otherwise enquires, the following expressions have the following meanings:

“Account Holder” – Means the party registered as the account holder on the platform when you first register on the same.

“Auctioneer, Us, We” – Means MVAG Limited - T/A Midland Vehicle Auction Group, a company registered in England and Wales with registered company number 16830518 whose registered office is at 3 Temple Court, Temple Way, Coleshill, Birmingham, Warwickshire, B46 1HH.

We are a certified auction house, accredited by ATG Media, authorising us to list on iBidder.com, BidSpotter.co.uk & The-Saleroom.com

“Business Day” – Means any day other than Saturday, Sunday or bank holiday.

“Bidder, You” – Means the Account Holder who bids on any auction lots of Goods for sale by the Auctioneer.

“Buyer” – Means an Account Holder who makes a Winning / Accepted Bid in respect of a lot.

“Contract” – Means the contract for the purchase and sale of the Goods which shall incorporate, and be subject to these ‘Terms & Conditions and our Important Sale Information’.

“Goods” – Means the goods which the Auctioneer is selling in accordance with these Terms & Conditions.

“Lots” – Means an auction lot for the sale of goods by the Auctioneer.

“Platform” – Means the auction platform / website maintained by a third party upon which Lots are listed by the Auctioneer, including iBidder.com and BidSpotter.co.uk.

“VAT” – Means Value Added Tax, sometimes referred to as Sales Tax in some jurisdictions.

“Vendor” – Means the owner of Goods sold as part of a lot in an auction by the Auctioneer.

“Winning / Accepted Bid” means the winning bid on a Lot, meaning either the highest bid or alternatively an underbid accepted by the Auctioneer at the Auctioneer’s sole discretion. Both a winning bid and an accepted underbid are binding offers to purchase the Goods on an applicable lot. Bidders should therefore be aware that even if they are not the highest bidder, their maximum bid remains open for acceptance by the Auctioneer for a period of up to 48 hours following the fall of the hammer.

2.2. Unless the context otherwise requires, each reference in these

Terms & Conditions to:

“writing”, and any cognate expression, including a reference to any communication effected by electronic or facsimile transmission or similar means. A statute or a provision statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

“These Terms & Conditions” is a reference to those Terms & Conditions and any Schedules as amended or supplemented at the relevant time.

A Schedule is a schedule to these Terms & Conditions.

A Clause or paragraph is a reference to a Clause of these Terms & Conditions (other than the schedules) or a paragraph of the relevant Schedule.

A “Party” or the “Parties” refer to the parties to these Terms & Conditions.

2.3. The headings used in these Terms & Conditions are for convenience only and shall have no effect upon the interpretation of these Terms & Conditions.

2.4. Words imparting the singular number shall include the plural and vice versa.

2.5. References to any gender shall include the other gender.

3. Important Sale Information

3.1. Sales Address

Walton New Road Business Park

Geoff's Drive

Upper Bruntingthorpe

Leicestershire

LE17 5RD

(please note: Various lots within the sales catalogue may be located elsewhere for collection - refer to the individual item summary for specific details.)

3.2. Auctioneers Contact Details

Telephone: 01455 244694

- Option 1: General Enquiries
- Option 2: Sales
- Option 3: Accounts
- Option 4: Arrangements for Collection/Delivery
- Option 5: Other Enquiries

3.3. Email Enquiries

info@mvag.co.uk

3.4. Sales Enquiries

accounts@mvag.co.uk

3.5. Website

www.mvag.co.uk

3.6. How to Register

You can register through MVAG.co.uk, iBidder.com, BidSpotter.co.uk or The-Saleroom.com

By creating a 'Buyers Account', you gain the ability to sign up and bid on any sales featured on MVAG.co.uk, iBidder.com, BidSpotter.co.uk or The-Saleroom.com

3.7. How to Bid

3.7.1. For detailed guidance, refer to the instructional video available on our website.

3.7.2. To begin, you must first register for the sale where the Lot(s) you are interested in are listed. Subsequently, you will be required to accept all of our 'Terms & Conditions' and 'Important Sale Information'.

3.7.3. Please be aware that, depending on your purchase history, your account may require manual approval by the Auctioneer. If this is necessary, you must directly contact the Auctioneer to obtain permission to bid.

3.7.4. The Auctioneer may request additional information for verification purpose to approve your account.

3.7.5. Once you have successfully registered for the sale by agreeing to all the bidding terms, you will be eligible to bid on any lot(s) including in the sale. Please note, when bidding on multiple lots, you are committing to purchase all lots you bid on.

3.8. The Auctioneer may, at its discretion, permit an Account Holder to participate in an auction on a provisional basis pending full verification of business or trading status.

In such circumstances, any Winning Bid made by the Account Holder may remain conditional upon successful verification of the Account Holder's trade status. If the Account Holder fails to satisfy verification requirements within the time specified by the Auctioneer, the Auctioneer may:

- cancel the Winning Bid,

- charge an Administration Fee and/or other applicable charges as set out in these Terms & Conditions, and
- at its discretion, sell the Lot to the underbidder.

4. Basis of Sale by Auction

4.1. The Auctioneer's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Auctioneer in writing. By bidding on a Lot, you expressly acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

4.2. No variation to these Terms & Conditions, shall be binding unless agreed in writing between the authorised representatives of the Bidder and the Auctioneer.

4.3. Sales literature, price lists, listings, lots, and other documents issued or published by the Auctioneer or any associated platform in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

4.4. Any typographical, clerical or other accidental errors or omissions in any sales literature, auction listing, Lot, quotation, price list, acceptance of offer, invoice or other document or information issued by the Auctioneer shall be subject to correction without liability on the part of the Auctioneer.

4.5. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists, Lots, listings or other documents issued by the Auctioneer are intended as a guide only and shall not be binding on the Auctioneer. We reserve the right to utilise stock photography or library images.

4.6. All sales conducted by the Auctioneer are strictly on a Business-to-Business (B2B) basis. Every lot is offered and sold only to Trade participants. This means that all consumer rights, consumer protection legislation, cooling-off periods, and other statutory rights available only to consumers are expressly excluded and do not apply.

4.6.1. By registering for any auction, whether on our platform, on a partner platform, or in person, you expressly warrant that you are doing so as a business. If you are not acting as a business, you must not register or bid.

4.6.2. Any attempt to register or bid as a consumer by misrepresenting trade status is a material breach of these Terms & Conditions, entitling the Auctioneer to cancel the sale, retain or recover fees, and refer the matter to the appropriate enforcement or regulatory authorities.

4.7. Any bids placed are binding and attributed to you as the Account Holder and cannot be withdrawn once submitted. By placing a bid you are confirming that you are in a position to purchase the Goods for the price you have bid, plus any additional charges pursuant to these Terms & Conditions if you are selected as the ultimate buyer of such Goods by application of the Terms & Conditions.

5. Account Holder Responsibilities and Authorisation

5.1. The Account Holder is responsible for all bidding activity associated with their Buyer's Account.

5.2. The Account Holder authorises the Auctioneer to update their Buyer's Account with additional information, such as contact details, company data, and address information among others.

5.3. By registering, the Account Holder warrants and confirms they are either a body corporate or trade entity, and in the case of sole traders, at least 18 years of age and a resident of the UK or Republic of Ireland., capable of entering the contractual obligations created by these Terms & Conditions.

5.4. The Account Holder commits to completing the purchase of any lot(s) on which they have placed Winning bids / Accepted Bids before the auction concludes.

5.4.1. The Account Holder confirms acceptance of a personal commitment to conclude with any purchase(s) made on behalf of any “Limited Company, Non-Limited Company, Trust or Organisation”

5.4.2. Should any ‘Limited Company, Non-Limited Company, Business, Trust or Organisation’ The Account Holder confirms acceptance acknowledgement that they will become in Lien of any debt owed, Debt Recovery proceedings maybe entered at the sole discretion of the Auctioneer.

5.5. The Auctioneer may request a copy of the Account Holder’s, or the Account Holder’s duly authorised officer, certificate of incorporation, driver’s licence and/or a utility bill to verify the Account Holder’s identity and address. Information for verification may also be requested by using AplyiD Biometrics.

5.6. Verification and amendment of account details

5.6.1. The Auctioneer reserves the right to review the information provided during registration and bidding.

5.6.2. Where, in the sole opinion of the Auctioneer, it is clear and readily identifiable from publicly available sources (including, but not limited to, Companies House records, online directories, and professional listings) that the Account Holder is acting as, or connected to, a business or trading entity, the Auctioneer may amend or supplement the Account Holder’s account details to reflect this status.

5.6.3. Any such amendments or additions will be recorded within the notes on the Account Holder's account. It is the responsibility of the Account Holder to check and ensure that their account information is accurate and up to date. Registration and Bidding constitute express acceptance of this verification and amendment process.

5.7. Misrepresentation of trade status Any Account Holder who misrepresents their status in order to gain access to, register for, or participate in an auction conducted by the Auctioneer, including but not limited to claiming to be a business or trader when acting as a consumer, will be treated as having committed a deliberate and material misrepresentation.

Such conduct may, at the sole discretion of the Auctioneer, be treated as fraudulent activity. In such cases, the Auctioneer reserves the right to:

- immediately cancel the sale,
- retain or recover all applicable fees (including Buyer's Premium, Special Condition Charges, Administration Fees, and Re-Auction Entry Fees),
- and report the matter to the relevant authorities, regulators, or enforcement bodies.

By registering and bidding, the Account Holder accepts that misrepresentation of trade status is a breach of these Terms & Conditions with the consequences set out above.

5.8. Unauthorised Registrations or Bidding by Employees/Representatives

Where an employee, agent, or representative of a business or trader registers for an auction and places bids, any Winning Bid will be treated as binding on that business or trader. If the business or trader later claims that the individual lacked authority, the Auctioneer reserves the right to:

- pursue the business or trader directly for payment, and / or
- treat the conduct of the individual as a deliberate misrepresentation, reportable to the relevant authorities in accordance with Clause 5.7, and /or
- in the circumstances above, and at the sole discretion of the Auctioneer, where an individual has deliberately misrepresented themselves as representing a trade entity or business, or acting on their behalf or in their name, pursue the individual directly for payment on grounds of their deliberate fraud or misrepresentation. Businesses and traders are solely responsible for ensuring that their representatives have proper authority to register and bid on their behalf or use existing accounts. Businesses are solely responsible for ensuring that only authorised representatives and employees have access to an Account and all bids placed through an account are binding on the Account Holder & Business.

6. Lot Listing

6.1. The Auctioneer provides an item summary for all listed lots. This information and all its contents are intended for guidance purposes only and should not be relied upon as definitive.

6.2. The Auctioneer strongly urges all Account Holders who are prospective bidders to conduct their own due diligence on any Lot(s) they are considering bidding on, before the auction concludes and making a bid. This includes investigating aspects such as mileage, condition, warranty, year of manufacture, service records, MOT history, and any other pertinent checks of the Goods. All Lots are sold without grading, testing, or guarantee as to condition unless expressly stated in writing.

6.3. It is the responsibility of the Account Holder to carry out such investigations prior to bidding on any Lot(s) of interest. Should any investigations occur after bids have been placed, the Auctioneer will dismiss the inquiry, and all bids will remain binding on the Account Holder.

7. Viewing and Inspection of Lots

7.1. The Auctioneer recommends that all potential buyers view the Goods for sale on Lots listed within the auction to fully ascertain their condition and specifications.

7.2. Viewings are available strictly by appointment only. Contact details for the Auctioneer appear in the 'Important Sales Information' section 3 above.

7.3. It is essential that viewing is completed before placing any bids on the Lot(s) you are interested in and before the conclusion of the auction. Regrettably, viewings cannot be accommodated after this stage.

7.4. The Auctioneer strongly encourages and welcomes inspections of any lot(s) listed for sale. We invite assessments by the AA, RAC or any independent specialist on behalf of the Account Holder considering to bid. Inspections may be supervised, should be made prior to making a bid, and goods cannot be driven on the public highway as part of an inspection as they may not leave the Auctioneers premises.

7.5. As this is a Trade & B2B only auction, the Auctioneer does not provide any grading, condition reports, or testing of Lots. It is the sole responsibility of the Account Holder to carry out inspections (in person or through a professional agent, with prior appointment per 7.6 below) before bidding. By placing a bid, the Account Holder accepts the Lot "as is, where is" and waives any

right to later challenge the Lots condition as grounds for cancellation or refund.

7.6. Inspections must be arranged strictly by appointment and can only be facilitated when it is feasible for the Auctioneer. Whilst we will use reasonable endeavours to accommodate viewing requests, they can only be accommodated on working days and in normal working hours when we are available. Any inspections must also be conducted before the Account Holder commits to any bids and before the auction concludes. In the event the Account Holder elects to bid on a lot prior to inspection, they do so on the basis that they will not be permitted to retract such a bid at a later date, following inspection or otherwise.

7.7. In the event you are unable to view a lot in person, or the Auctioneer is unable to offer a viewing at a time suitable to you, a video of the lot or alternatively a live video call may be arranged with the Auctioneer. Please note however, our inability to offer a video or video call is not a contractual basis to withdraw a bid.

7.8. If a bidder chooses to place a bid without undertaking an inspection (whether in person, through a representative or by appointment with the Auctioneer), they do so entirely at their own risk. No subsequent claim regarding the Lots condition will be entertained.

8. Lot Images

8.1. Images of lots are provided by the Auctioneer and our Vendors primarily for illustrative purposes. Therefore, they may not accurately reflect any lots true condition at the time of photography due to factors such as lighting, weather conditions, and camera quality.

8.2. To protect against fraudulent use, the majority of lot images will feature a Watermark & / or Logo Showroom Plates.

8.3. Notwithstanding the use of watermarks, copyright and all other associated intellectual property rights in any images on Lots belong to the Auctioneer. No images may be reproduced or copied without the express written consent of the Auctioneer. In the event an image is reproduced or used without such express permission, the infringing party agree to pay the Auctioneer royalties, to be assessed at the Auctioneer's sole discretion, in respect of the use of such images and authorises the Auctioneer to invoice them for the same.

8.4. Please be aware that some lots in the auction may be represented with 'Library Images', indicating that the images do not accurately depict the condition, features, or specification of the Goods in the Lot. Accordingly, Account Holders considering bidding on any Lot(s) should arrange inspections, in accordance with the provisions of section 7 above, to satisfy themselves of the exact nature and condition of Goods in Lots.

9. Auction Process

9.1. Auctions will be hosted on a Platform and conducted as public trade auctions. Bidders may participate online or attend the Auctioneer's premises in person to bid directly or via an on-site terminal. All methods of participation form part of the same public auction process.

9.2. Some of the Platforms used are not owned or controlled by the Auctioneer, and accordingly the Auctioneer is not responsible for their uptime, availability or functionality.

9.3. Account Holders may bid on Lots for Goods in accordance with instructions on the Platform.

9.4. The end time of an auction of Lot is automatically extended each time a bid is made (if the remaining time is less than 10 minutes, this is referred to as the '10 Minute Bidding Rule'). Time can also be extended or shortened by the Auctioneer at any point, at its sole discretion, and all bids made remain valid and open for acceptance by the Auctioneer.

10. Winning Bids

10.1. The winner of a Lot will be determined by the Auctioneer at the conclusion of an auction. Typically, the winner of a Lot will be the highest bidder, but the Auctioneer may elect to conclude the sale to an underbidder up to 48 hours following the fall of the hammer. Accordingly, Account Holders should be aware that even if they are outbid on a Lot, they may still yet have their bid accepted as a Winning / Accepted Bid.

10.2. All Winning Bids are subject to the Auctioneer's right to require and verify proof of trade status. Where such verification is not provided to the Auctioneer's satisfaction, the Winning Bid may be cancelled in accordance with Clause 3.8

10.3. In the event that the highest bidder defaults, fails to make payment, or fails verification in accordance with Clause 3.8, the Auctioneer may, at its discretion, accept the next highest underbid.

All underbidders acknowledge and agree that their bids remain binding during the 48-hour period following the close of the auction and that, if accepted, they are liable to complete the purchase in accordance with these Terms & Conditions.

10.4. Should you successfully win any Lot in the sale, the Auctioneer will send you an invoice via both Email and Business WhatsApp Messenger in pdf format (when available).

11. Provisional Bids

11.1. If your bid on any Lot does not meet the reserve price, you authorise the Auctioneer to present your highest 'Submitted Bid' to our Vendor(s) for consideration.

11.2. Should the Vendor(s) accept your 'Submitted Bid' within 48 hours, you will receive an invoice, with a payment deadline set for 5pm on the following day.

11.3. When bidding on any Lot(s), being the highest bidder is not a prerequisite for winning the item. The Auctioneer retains the discretion to present all bids to our Vendor(s) for consideration. Consequently, all bids placed by the Account Holder on single or multiple Lots remain valid for 48 hours following the conclusion of the sale. Account Holders are required to specifically bear this in mind when bidding on multiple Lots as they may become the Winning / Accepted Bid on multiple Lots

12. Binding Bids

12.1. Once any bid(s) have been submitted by the 'Buyer / Account Holder' any bid(s) submitted cannot be withdrawn or retracted at any point.

13. Invoicing and Fee Transparency

13.1. Upon conclusion of the sale for each Lot, the Account Holder will receive invoices issued in two stages, as follows:

13.2. Invoice 1 of 2: This initial invoice covers the Hammer Price of the Lot(s) won, plus the Administration Fee and VAT (where applicable).

13.3. Invoice 2 of 2: Once payment of Invoice 1 is received in cleared funds, the Auctioneer will issue a second invoice for the balance, which will include the Buyer's Premium Commission, Special Condition Charge, and VAT (where applicable).

13.3.1. Invoice 2 of 2, May also carry any applicable Late Payment & Storage Fees.

13.4. Both invoices together form the total purchase price payable by the Buyer. All elements of the total payable (Hammer Price, Administration Fee, Buyer's Premium Commission, Special Condition Charges, VAT, Late Payment & Storage Charges where applicable) are disclosed prior to bidding in the Important Sale Information, Lot Description, Additional Fees tab, and/or Auctioneer's Remarks.

13.5. This two-invoice process is an administrative procedure only. It does not limit or reduce the Buyer's total contractual liability, which is for the full price including all fees and charges as disclosed prior to bidding.

13.6. All fees and charges, including but not limited to Buyer's Premium Commission, Special Condition Charges, Administration Fees, Storage Fees, Late Payment Fees, and VAT where applicable, are mandatory and non-negotiable.

13.7. In compliance with the Digital Markets, Competition and Consumers Act 2024 (DMCC), (notwithstanding all auctions being trade only B2B and DMCC not applying to the same), these charges are nevertheless disclosed in advance of bidding in the following locations: the Lot Description, the Additional Fees tab

on the bidding platform, the Auctioneer's Remarks, and within these Terms & Conditions and Important Sale Information.

13.8. By placing a bid, you confirm that you have read and accepted all such fees as part of the total price payable.

13.9. When submitting a bid on BidSpotter.co.uk and iBidder.com, a pop-up will appear, requiring you to expressly confirm the bid you are about to place and highlighting as follows:

'Bids do not include VAT, buyer's premium or delivery.'

By confirming your bid, you agree that you have read and accepted BidSpotter.co.uk / iBidder.com (as applicable) and the auctioneer's terms and conditions.

Confirming your bid is a legally binding obligation to purchase and pay for the lot should your bid be successful.

By clicking 'Confirm' next to the above message you are expressly accepting the same.

14. Buyer's Premium Commission & Administration Charges

14.1. Each Lot attracts a 'Buyer's Premium Commission' charged in addition to the 'Hammer / Bid Price', varying by lot. Please consult the 'Additional Fees' tab within or below the bidding box on each lot for specific 'Additional Fees'.

14.2. Buyer's Premium Commission is displayed within the 'Additional Fees' tab as 'Commission' for clarity.

14.3. Administration charges vary (Please see each individual lot) but typically range from £395 - £2000 subject to VAT @ 20%.

15. Special Conditions

15.1. All lots are subject to a 20% +VAT 'Special Conditions Charge' in addition to the standard Buyer's Premium Commission, Administration Fee & VAT charged at the current U.K. rate. Special Condition Charges are displayed within the 'Additional Fees' tab.

16. VAT Charges

16.1. All 'Buyer's Premium Commission', 'Special Condition Charges', 'Storage Charges', 'Late Payment Fees' & 'Administration Fees' attract VAT at the prevailing standard U.K. rate.

16.2. VAT at the prevailing U.K. rate applies to all Lots on the 'Hammer Price', though some Lots may fall under the Margin VAT Scheme. Account Holders should refer to the 'Additional Fees' tab for specifics regarding VAT applicability. In the event nothing is stated, Account Holders should assume that VAT at the prevailing U.K. rate applies.

17. Payments and Payment Deadline

17.1. All payments must be made via 'Bank Transfer' - Bank details will be supplied upon your payable invoice.

17.2. Buyers should use the 'Invoice Number' as the payment reference.

17.3. The Auctioneer sets a payment deadline for all Lots listed within the sale, with specific deadlines detailed in each 'Item Description'.

17.4. Late Payments: If the payment deadline is surpassed, a daily 3% +VAT 'Late Payment Fee' will be added to the Account Holder's invoice.

17.5. The 'Late Payment Fee' accrues daily, including weekends and Holidays.

18. Storage

18.1. The Auctioneer reserves the right to charge a daily storage fee of £50 +VAT, charged 7 days per week, including weekends and Bank Holidays.

18.2. Storage charges will be applied after 3 days after winning any Lots (Be advised, should your invoice become overdue Midland Vehicle Auction Group reserve the right to charge applicable storage from the date of purchase).

18.3. Storage fees are charged on a per Lot basis. If you win multiple lots, you will be charged multiple separate storage fees.

18.4. All storage fees must be settled in full, prior to release of any Lots for collection or delivery.

18.5. The Auctioneer, at their sole discretion, reserves the right to re-offer uncollected Lots to recover any outstanding storage charges, but this shall be at the Auctioneer's sole discretion.

18.6. Any uncollected Lots shall be immediately placed in storage and charges shall begin accruing.

18.7. Any Lots left in storage and uncollected for a period of 3 months will automatically be deemed to have been abandoned by the Account Holder unless otherwise agreed with and confirmed by the Auctioneer in writing.

19. Risk and Retention of Title

19.1. Risk of damage to or loss of the Goods shall pass to the Buyer at:

19.1.1. In the case of Goods to be delivered at the Auctioneer's premises, the time when the Auctioneer notifies the Buyer that the Goods are available for collection; or

19.1.2. In the case of Goods to be delivered otherwise than at the Auctioneer's premises, the time of delivery or, if the Buyer wrongfully fails to make delivery of the Goods, the time when the Auctioneer has tendered delivery of the Goods.

19.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms & Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Auctioneer has received in cash or cleared funds payment in full of the price of Goods.

19.3. Sub-Clause 19.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Auctioneer has received in cash or cleared funds payment in full of the Goods and any other Lots which the Buyer has won, and the Buyer has repaid all moneys owed to the Auctioneer, regardless of how such indebtedness arose.

19.4. The Auctioneer reserves the right to repossess any Goods in which the Auctioneer, or the Vendor for whom the Auctioneer represents, retains title without notice. The Buyer irrevocably authorises the Auctioneer to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Auctioneer, or Vendor, retains title.

19.5. The Buyer's right to possession of the Goods in which the Auctioneer, or the Vendor for whom the Auctioneer is selling the Goods, maintains legal and beneficial title shall terminate if:

19.5.1. The Buyer commits or permits any material breach of his obligations under these Terms & Conditions;

19.5.2. The Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnership Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

19.5.3. The Buyer is or becomes the subject of bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

19.5.4. The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition

presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

19.6. Until all monies due in respect of all Lots that the Buyer has had a Winning / Accepted Bid have been paid to the Auctioneer, in full and in cleared funds, without offset or deduction, the Auctioneer is permitted to withhold delivery or collection of any and all such Goods and shall retain a Lien over all Goods until the entire sums due to the Auctioneer are paid.

20. Buyer's Default

20.1. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the

Auctioneer, the Auctioneer shall be entitled to:

20.1.1. Suspend any further deliveries to or collections by the Buyer and exercise a Lien over any and all Goods set out in clause 19.6 above;

20.1.2. Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Auctioneer) as the Auctioneer may think we fit (notwithstanding any purported appropriation by the Buyer); and

20.1.3. Charge the Buyer interest (both before and after any judgement) on the amount unpaid, in accordance with these terms and conditions, until payment in full is made (a part of a day being treated as a full day for the purpose of calculating interest).

20.1.4. Issue legal proceedings or a statutory demand seeking payment of all sums due.

20.1.5. Should any 'Limited Company, Non-Limited Business, Trust or Organisation' fail to settle their Account, The Auctioneer reserves the right to issue Debt Recovery proceedings against the named Account Holder in lien of the outstanding debt.

20.2. This condition applies if:

20.2.1. The Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of contract;

20.2.2. The Buyer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnership Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

20.2.3. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

20.2.4. The Buyer ceases, or threatens to cease, to carry on the business; or

20.2.5. The Auctioneer reasonably apprehends that any of the events mentioned above (or an event analogous to the above) is about to occur in relation to the Buyer and notifies the Buyer accordingly.

20.3. If Sub-Clause 20.2 appears then, without prejudice to any other right or remedy available to the Auctioneer, the Auctioneer shall be entitled to cancel the sale or suspend any further collections by the Buyer without any liability to the Buyer, and if the Goods have been delivered or collected but not paid for the price shall become immediately due and payable notwithstanding any previous agreements or arrangement to the contrary.

20.4. If a Buyer defaults, including failure to pay, failure to verify trade status, or misrepresentation of trade status, the Auctioneer shall be entitled to recover, as a minimum, all fees and charges that would have applied had the sale completed in full. These include, without limitation, Buyer's Premium, Special Condition Charges, Administration Fees, Re-auction Entry Fees, and any applicable Late Payment or Storage Fees. The Auctioneer's entitlement to such fees is without prejudice to any further remedies available in law.

21. Request to Cancel

21.1. In normal course, a Bidder cannot seek to cancel a Bid.

21.2. Notwithstanding 21.1 above, and at the Auctioneer's sole discretion, the Auctioneer may choose to offer a Bidder seeking to cancel a Bid a cancellation option ('Cancellation Option').

21.3. A Cancellation Option, if offered, will only be granted subject to the Buyer paying, at a minimum, all fees that would otherwise have been due had the sale completed, including but not limited to: Buyer's Premium, Special Condition Charges, Administration Fees, Re-auction Entry Fees, and any applicable Late Payment or Storage Fees.

22. Abandoned Sale 'Mandatory Cancellation Notice'

22.1. Should any bidder refuse to settle their account balance in full it would fall to the Auctioneer's discretion to conclude that the sale has been abandoned by the 'Buyer' in default, Resulting in

a 'Mandatory Cancellation Notice' being actioned. Any 'Mandatory Cancellation Notice' would comply with (21. Request to Cancel)

22.2. The Auctioneer reserves the right to issue a 'Mandatory Cancellation Notice' to the Buyer, resulting in any overpayment held on account being refunded as a full & final settlement, issued by way of Bank Transfer / Cheque by recorded postal delivery (addressed solely to the Account Holder).

22.3. In the event of an Abandoned Sale, any refund issued will be net of all fees and charges that would have been payable had the sale been completed, including any Buyer's Premium, Special Condition Charges, Administration Fees, Re-auction Entry Fees, and any applicable Late Payment or Storage Fees.

22.4. In the event the sale has been deemed abandoned by the Auctioneer, The Auctioneer reserves the right to re-auction any deemed abandoned lot(s) to recover any outstanding balances owed by the Buyer, Should the re-auction price fall short of any funds owed by the Buyer, The Auctioneer reserves the right to issue Debt Recovery against the Account Holder to recover any outstanding balances.

23. Limitation of Liability

23.1. The following provisions set out the entire financial liability of the Auctioneer (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

23.1.1. Any breach of these Terms & Conditions or the Contract;

23.1.2. Any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

23.1.3. Any representation, statement or tortious act or omission including negligence arising under or in connection with these Terms & Conditions.

23.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

23.3. Nothing in these Terms & Conditions excludes or limits the liability of the Auctioneer:

23.3.1. For death or personal injury caused by the Auctioneer's negligence;

23.3.2. For any matter which it would be illegal for the Auctioneer to exclude or attempt to exclude its liability; or

23.3.3. For fraud or fraudulent misrepresentation.

23.4. Subject to sub-Clauses 23.2 and 23.3:

23.4.1. The Auctioneer's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the hammer price; and

23.4.2. The Auctioneer shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused).

24. Communications

24.1. All notices under these Terms & Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

24.2. Notices shall be deemed to have been duly given:

24.2.1. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

24.2.2. When sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

24.2.3. On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or 24.2.4. On the tenth business day following mailing, if mailed by airmail, postage prepaid.

24.3. All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

24.4. The Parties expressly agree not to leave negative reviews or share negative publicity, on social media, or online generally, about the other, as an express condition of these Terms & Conditions. In the event of a breach of this term each Party hereto expressly agrees to immediately remove and redact any such review or publicity immediately upon request of the other, and in the event of a failure to do so, hereby expressly contractually waives any defence to a claim for damages for breach of the same. The Parties hereto agree that a genuine pre-estimate of damages for loss of business or damage to reputation shall start at £1,000.00 per week.

25. Force Majeure

25.1. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

26. Waiver

26.1. The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms & Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

27. Severance

27.1. The Parties agree that, in the event that one or more of the provisions of these Terms & Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions

shall be deemed severed from the remainder of these Terms & Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

28. Third Party Rights

28.1. A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. Intellectual Property

29.1. Copyright and all other intellectual property rights in these Terms & Conditions vests in the Auctioneer who asserts all legal and moral rights in respect of the same. 29.2. In the event that the Auctioneer finds that an Account Holder or Bidder has copied or reproduced (in whole or in part) any of these Terms & Conditions for their own, or a third party's use, then the Parties hereto agree that the Auctioneer shall be entitled to damages from the infringing Account Holder or Bidder, equivalent to a licence fee to legitimately utilise such copyrighted works, which is currently £1,000.00 plus VAT per month or part thereof.

30. Law and Jurisdiction

30.1. These Terms & Conditions (including any non-contractual matters and obligations arising therefrom or associated

therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

30.2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms & Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Complete terms, additional information, or to address any queries, please visit our website or reach out to us directly.

We wish you a successful and informed bidding experience at Midland Vehicle Auction Group

A full video user guide for Registration & Bidding clarification is available via our website: www.MVAG.co.uk