

# Terms and Conditions

Alotsold Vehicle Auction is a trading name of Alotsold Vehicle Auctions Ltd (or "We") operate the site [www.alotsoldvehicleauction.com](http://www.alotsoldvehicleauction.com). Our company registered address is 20–22 Wenlock Road, London, N1 7GU.

These terms and conditions (the Conditions) and our Acceptable Use Policy, Terms of Website Use Policy and Privacy Policy (together with the documents/pages referred to on/in them) (the Policies) set out the terms and conditions on which You access the Website and Auctions.

Please read these Conditions and the Policies carefully before using the Website or registering with Us in order to participate in an Auction. By using this Website (including accessing, browsing or registering to use this Website), you confirm that you accept these Conditions and the Policies and that you agree to comply with them. If you do not agree to these Conditions and the Policies then you must not use this Website.

These Conditions and the Policies also set out the terms of the contractual arrangements between You and Us in relation to an Auction or Your use of the Website and the formation of the Contract between You and a Seller.

Please click on the button marked "I Accept" at the end of these Conditions if You accept them and the Policies. Please understand that if You refuse to accept these Conditions and the Policies, You will not be able to register with us or participate in an Auction.

You may print and keep a copy of these Conditions and Policies for future reference. They are a legal agreement between us and can only be modified with our consent.

In these Conditions, the following definitions apply:

**Acceptable Use Policy:** Our acceptable use policy found at [www.alotsoldvehicleauction.com/pdfs/websiteacceptableusepolicy.pdf](http://www.alotsoldvehicleauction.com/pdfs/websiteacceptableusepolicy.pdf);

**Acceptance:** an automatically generated notification from Us (either sent to Your account or emailed to You) confirming that you have registered a Successful Bid in respect of an Auction and including an invoice for the Price;

**Auction:** a Timed Auction or Buy-It-Now Auction;

**Bid:** a legally binding offer made by You in respect of an Auction;

**Business Day:** a day (other than a Saturday or Sunday) when banks in the City of London are open for business;

**Buy-It-Now Auction:** a Listing advertising a Vehicle for sale for a fixed price, and which shall end as soon as a Bid is registered at that fixed price;

**Contract:** the legally binding agreement for the sale and purchase of a Vehicle between You and a Seller;

**Defaulters Entry Fee:** means the fee of £130 to be charged to the relevant party in the case of any Lot having to be re-auctioned otherwise than due to a fault of Alotsold Vehicle Auctions Ltd;

**Deposit:** the sum of £500, to be held by Us

as stakeholders, and which may subsequently at any time be used by Us in payment or part-payment of any sum due to Us by You;

**Listing:** an advertisement placed on the Website for the sale by a Seller of a Vehicle for Auction on which a Bid may be placed;

**Premium:** the premium payable by You to Us in relation to Us providing the Auction hosting services;

**Price:** the price payable in respect of a Vehicle, being the Successful Bid;

**Privacy Policy:** Our privacy policy found at [www.alotsoldvehicleauction.com/pdfs/privacypolicy.pdf](http://www.alotsoldvehicleauction.com/pdfs/privacypolicy.pdf);

**Seller:** the person (being an individual or business) offering a Vehicle for sale under an Auction;

**Successful Bid: either:**

(a) in respect of a Buy-It-Now Auction, a Bid registered with Us at the fixed price stated in the relevant Listing; or

(b) in respect of a Timed Auction, the highest Bid registered with Us in respect of a Timed Auction;

**Timed Auction:** a Listing advertising a Vehicle for sale by way of a timed auction on the Website, and which shall end on the expiry of the end time and date as specified on the Listing, or if such end time and date is extended by Us for whatever reason, the expiry of the end time and date of such period of extension;

**Terms of Website Use Policy:** Our terms of website use policy found at [www.alotsoldvehicleauction.com/pdfs/termsofwebsiteuse.pdf](http://www.alotsoldvehicleauction.com/pdfs/termsofwebsiteuse.pdf);

**Total Price:** has the meaning set out in clause 6.1;

**Vehicle:** a motor vehicle or other item listed for sale by a Seller;

**We/Us/Our:** Alotsold Vehicle Auctions Ltd (Company Number 10940020) whose registered office is at 20–22 Wenlock Road, London, N1 7GU;

**Website:** Our website, being [www.alotsoldvehicleauction.com](http://www.alotsoldvehicleauction.com);

**You/Your/Yourself:** you (being an individual or business).

## 1. OUR STATUS

1.1 The Website is a site operated by Us.

1.2 In respect of each Auction, We provide a Listing for the sale of a Vehicle as auctioneers and as an agent of the Seller (and not on our own behalf). The Contract is formed between You and the Seller immediately at the end of a Buy-It-Now Auction or Timed Auction (as applicable). For the avoidance of doubt, whilst these Conditions apply to the use of the Website and placing a Bid for a Vehicle listed for Auction, We shall not be party to any Contract or any other legally binding agreement with You in relation to the sale of the Vehicle.

1.3 From time to time We may provide links on the Website to the websites of other companies, whether affiliated with Us or not. We

do not give any undertaking that products you purchase from companies to whose website we have provided a link on the Website, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller.

## 2. REGISTRATION

2.1 To become eligible to place a Bid, You must register Your details and hold an account with Us. By completing Our registration process, You warrant that:

2.1.1 if You are an individual, You are legally capable of entering into binding contracts, over the age of 18 and resident in the United Kingdom; or

2.1.2 if You are a business, You are registered or Your principal place of business is in the United Kingdom; and

2.1.3 the details You supply Us with on registration (or provide by way of update from time to time to Us by updating Your account or otherwise) are true, complete and accurate in all respects.

2.2 As part of the registration process, You will:

2.2.1 if You are an individual, pay to Us the Deposit; or

2.2.2 if You are a business, either:

2.2.2.1 pay to Us the Deposit; or

2.2.2.2 provide Us with a standard credit report, containing a reference to be issued by Your clearing bank and obtained by You at Your own expense (Credit Report) and two trade references which are reasonably acceptable to Us.

2.3 You will not be permitted to place a Bid until you hold an account with Us (which includes payment to Us of the Deposit or providing us with a Credit Report and trade references, as set out in clause 2.2).

2.4 Any details provided by You to Us (as part of the registration process or otherwise) will be processed and stored in accordance with our Privacy Policy.

2.5 You will be provided with a password on completion of the registration of Your account. You must treat Your password as confidential and not disclose it to any third party and responsibility for maintaining such confidentiality shall be entirely Your responsibility. We accept no liability for any loss caused by the unauthorised use of Your password. We reserve the right to disable Your password or suspend access to Your account if, in Our reasonable opinion, You commit a breach of these Conditions or the Policies.

## 3. ENTRY INTO THE AUCTION

3.1 Alotsold Vehicle Auctions Ltd sell as agents for the Seller and as such are not responsible for any default by the Seller.

3.2 Unless otherwise agreed by Alotsold Vehicle Auctions Ltd in writing, a Vehicle shall not be deemed accepted into any auction unless and until the Seller has produced:-

3.2.1 a copy of the Form V5;

3.2.2 any required entry fee as specified by Alotsold Vehicle Auctions Ltd (for the avoidance of doubt, Alotsold Vehicle Auctions Ltd reserve the right to charge an entry fee when a Vehicle is entered for auction, such entry fee as will be agreed between the potential seller and Alotsold Vehicle Auctions Ltd at the relevant time, and for the avoidance of doubt, if for any reason the Vehicle is entered for re-sale subsequent to the initial auction (otherwise than due to a fault of Alotsold Vehicle Auctions Ltd, then Alotsold Vehicle Auctions Ltd will be entitled to charge the Defaulters Entry Fee each time the same Vehicle is re-entered for auction);

3.2.4 copies of all other certificates pertaining to the Vehicle which the Seller is reasonably able to produce upon request; and

3.2.5 a copy of the service history if available.

3.3 Unless otherwise agreed, notwithstanding the production of the items listed in clause 3.2 above, Alotsold Vehicle Auctions Ltd has the right to refuse entry of any Vehicle into the auction, and to set the entry fee at a reasonable amount deemed appropriate by Alotsold Vehicle Auctions Ltd.

3.4 The Seller warrants to Alotsold Vehicle Auctions Ltd and to the Buyer that:

3.4.1 the Seller is the true owner of the Vehicle and is properly authorised to sell the Vehicle by the true owner;

3.4.2 the Seller is able to transfer a good and marketable title to the Vehicle free from any third party claims;

3.4.3 the Vehicle bears the proper chassis number and registration marks; and

3.4.4 every representation made by the Seller (in any form) about the Vehicle is wholly accurate and informed, and the Seller acknowledges that such representations will be relied upon by Alotsold Vehicle Auctions Ltd and the Buyer.

3.5 The Seller will indemnify Alotsold Vehicle Auctions Ltd, their servants and agents and the Buyer against any loss or damage suffered by them in consequence of any breach of the warranties set out in clause 3.4 above on the part of the Seller.

3.6 Save where otherwise agreed, Alotsold Vehicle Auctions Ltd shall remit the proceeds of the sale to the Seller not later than one month after the auction, and following the relevant deductions.

3.7 Where a Seller cancels instructions for sale of a Vehicle, Alotsold Vehicle Auctions Ltd reserves the right to charge the Defaulter's Entry Fee plus 5% of Alotsold Vehicle Auctions Ltd then latest estimate of the auction price of the Vehicle withdrawn (plus VAT where applicable).

3.8 Where any Vehicle fails to sell, Alotsold Vehicle Auctions Ltd will notify the Seller accordingly. The Seller will make arrangements to re-offer the Vehicle lot for auction within the 4 working days.

#### **4. VEHICLES**

4.1 All Vehicles are sold 'as they lie' with all faults and imperfections and errors of description. The absence to any reference to the condition of a Vehicle does not imply that the Vehicle is free from faults, imperfections and restorations. Illustrations in catalogues or brochures are for identification only. Alotsold Vehicle Auctions Ltd will not be held respon-

sible for any damage or defect that has not been notified to the Buyer.

4.2 We do not inspect any Vehicle, nor do We check the roadworthiness or the accuracy of any description or images of any Vehicle. Buyers must satisfy themselves prior to sale as to the condition of each Vehicle and should exercise and rely on their own judgment as to whether the Vehicle accords with its description.

4.3 No warranty (written or oral) or other term (whether express or implied and whether implied by statute, common law, custom or otherwise) as to the age, description, suitability, fitness for purpose, satisfactory quality or roadworthiness of the Vehicle is given by Alotsold Vehicle Auctions Ltd, their servants or agents or by any Seller to any Buyer in respect of any lot, and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. For the avoidance of doubt, the Vehicles are not sold by sample.

4.4 Prospective Buyers bid on the understanding that, inevitably, representations or statements by Alotsold Vehicle Auctions Ltd as to genuineness, origin, date, age, Vehicle starting capability or condition involve matters of opinion. Neither Alotsold Vehicle Auctions Ltd nor our employees or agents nor the Seller accept liability for the correctness of such opinions. Accordingly, We, Our employees and agents accept no responsibility or liability for any errors of description or for the roadworthiness, genuineness or authenticity of a Vehicle.

4.5 Any reference to the age of a Vehicle in the particulars relating to it is intended to be a reference to the year of first registration of the Vehicle in the United Kingdom.

4.6 No oral or written representation made prior to or at the time of sale of any Vehicle shall be deemed to be a representation of fact and Alotsold Vehicle Auctions Ltd undertakes no obligation or duty (whether in contract or tort or otherwise) in respect of the accuracy or completeness of any statement or representation made by Alotsold Vehicle Auctions Ltd or on Alotsold Vehicle Auctions Ltd behalf which is in any way descriptive of any Vehicle. No such oral or written representations shall be deemed to be incorporated into such sale nor to have induced any potential buyer to bid.

4.7 Alotsold Vehicle Auctions Ltd has the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in various systems' capabilities. Buyers and Sellers will be subject to the policies and terms in force at the time these Terms become binding.

4.8 You may inspect a Vehicle by arranging a prior appointment with Us. We will make the necessary arrangements with the Seller either for an inspection of the Vehicle to take place on a block viewing or on an individual basis. You will not be entitled to test drive any Vehicle. We may refuse any request to inspect a Vehicle for any reason provided that, if an appointment has already been arranged, such refusal is notified to You at least 24 hours in advance of the proposed date of inspection.

4.9 The Buyer acknowledges that a sale by auction is not a consumer sale for the purpos-

es of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994 and as replaced by the Consumer Rights Act 2015) and the Unfair Contract Terms Act 1977 / 1999 Regulations and the Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other legislation. All Vehicles are strictly Sold as Seen with no grading or guarantees and can include second-hand items, salvage, raw returns, ex-display, repossessed and seized goods.

4.10 Any estimates provided in respect of a Vehicle are only an expression of Alotsold Vehicle Auctions Ltd opinion made on behalf of the Seller of the range where Alotsold Vehicle Auctions Ltd thinks the Hammer Price for the Vehicle is likely to fall; it is not an estimate of value. It does not take into account any VAT or Buyer Premium payable. Vehicles can in fact sell for Hammer Prices below and above the estimate. Any estimate should not be relied on as an indication of the actual selling price or value of a Vehicle.

4.11 Private treaty sales made under these Terms are deemed to be sales by auction for purposes of consumer legislation.

4.12 Before creating a Listing, We instruct a third party to provide Us with an HPI report for each Vehicle, which is payable by the Seller on instructing Us. Based on these third party reports, We will use Our reasonable endeavours to:

4.12.1 exclude or remove (as soon as We become aware of) any Vehicles from Listing which the report states have been stolen; and

4.12.2 specify in the Listing if a Vehicle has been categorised by an insurer as a total "write off" or deemed fit for salvage.

As this information is provided by a third party, no warranty is given by Us in relation to the history of any Vehicle, or whether it has or has not been stolen or classified as a "written-off" or deemed fit for salvage by an insurer.

#### **5. AUCTION PROCESS**

5.1 Once you have completed Our registration process and hold an active account with Us, you may place a Bid or instruct Us to place a Bid.

5.2 Without prejudice to any other of their rights set out in these Conditions, We have absolute discretion without giving any reason to refuse any bid, to withdraw any Vehicle before the hammer falls, to divide any lot, to combine any two or more lots, or to withdraw any lot and/or Vehicle from the auction. We are not bound to accept any offer.

5.3 Potential buyers wishing to participate in the on-line auction must first:

5.3.1 view all lots that you want to Bid on; and

5.3.2 Complete Registration (including payment of the Deposit) before they will be admitted to participate in any auction.

5.4 We may refuse to place a Bid on Your behalf or register a Bid for any reason, whether as a result of a breach by You of our Acceptable Use Policy, Terms of Website Use Policy or otherwise.

5.5 You may not withdraw a Bid after you have placed it, unless, at Our absolute discretion, We consent in writing in advance to it being withdrawn.

5.6 Provided that the reserve price for the

Vehicle has been met or exceeded, if, at the end of an Auction, Your Bid is the Successful Bid, We will issue You with an Acceptance by email to Your account immediately following the end of such Auction.

5.7 For the avoidance of doubt, the parties to the contract of sale of the Vehicle are the Buyer and the Seller. We are not a party to the contract of sale but act as the Seller's agent only and are not liable for any breach thereof by either the Buyer or the Seller.

5.8 The Contract will be formed between You and the Seller (but not Us):

5.8.1 in the case of a Timed Auction, at the expiry of the time period; or

5.8.2 in the case of a Buy-It-Now Auction, at the time of Your Bid, at which point, you will be legally obliged to purchase the related Vehicle (details of which will be set out in the Acceptance).

5.9 The Contract will incorporate all relevant conditions (including the Price and these terms and conditions) and will include any specific conditions notified to You prior to the Contract being formed and which You have not specifically rejected. Such conditions may be set out in the vehicle listing or notified to You separately in writing.

5.10 If Your Bid is not a Successful Bid, Your Deposit will be returned to You, provided that no monies are due by You to Us, pursuant to these Conditions and Policies or otherwise.

5.11 Any disputes in relation to the bidding, or following the attainment of the Price in relation to what bids were made by who shall be referred to Us for a decision. For the avoidance of doubt, We shall have absolute discretion to cancel the contract of sale and to re-auction the Vehicle (which is the subject of any dispute) either during the same or a subsequent auction, and, in all cases, Our decision in respect of any such dispute (for which no justification or reasons shall be required) will be final.

5.12 In the event that We exercise the discretion to cancel the contract referred to at clause 5.11 above, neither the original Buyer nor the Seller shall be entitled to rely on the original contract of sale for any purpose whatsoever save that the Buyer shall be entitled to the return of any deposit or other money which he may have paid under the original contract.

5.13 Every bidder shall be deemed to act as principal unless there is in force a written acknowledgment by Us that he acts as agent on behalf of a named principal.

5.14 We shall not in any circumstances be obliged to disclose any reserve price to You.

5.15 We reserve the right to decline any potential sellers and/or buyers who do not present appropriate identification upon reasonable request to use the website for the purposes of registration and/or bidding on any lot.

5.16 Persons taking part in the auctions, do so, at their own risk.

5.17 Where We conduct a sale on behalf of a Seller who is either a receiver or liquidator of a limited company or trustee in bankruptcy:-

5.17.1 The Seller and Us on their behalf only sell whatsoever right, title or interest the company or bankrupt may have in any lot;

5.17.2 In the event of a third party proving to have a superior title or right to custody or possession of any Vehicle We may rescind the contract of sale and upon return of any Deposit and/or Hammer Price to the Buyer, neither the Seller nor Us shall be under any further liability to the Buyer.

5.18 We shall have the right, at our discretion, to refuse any Buyer from taking part in our on-line auction.

5.19 The Important Notes will be made available to potential buyers on Our website, in the relevant catalogue, on request, and will be on display at the Premises.

## **6. PRICE AND PAYMENT**

6.1 We will charge a You a Premium on all lots on the purchase price of the vehicle plus VAT. The Buyer Premium will be set out under each of the lots and will be a percentage of the Price which will be charged to the Buyer.

6.2 We will notify You of the Premium payable in respect of any Auction prior to You placing a Bid.

6.3 We are entitled to deduct the relevant fees from the Price (plus any VAT chargeable thereon) in respect of each Vehicle (which may, for the avoidance of doubt, include any commission due, the entry fee due (if not already paid) and any other previously notified fees chargeable), before remitting the proceeds to the Seller.

6.4 Without prejudice to any other rights of Us under these Terms in respect of the charging of commission, entry fees, Buyer Premium, and any other relevant fees, We will be entitled to charge the commission and Buyer Premium in all cases including but not limited to:

6.4.1 when the Vehicle is sold in an auction irrespective of whether the contract of sale is later rescinded (save further to an act or omission of Ours);

6.4.2 if the Vehicle is sold (or re-sold) by way of private sale following Our listing;

6.4.3 if the Vehicle is re-sold further to the default of the Buyer, or the Seller;

6.4.4 if the Seller becomes the Buyer.

6.5 If You register with Us a Successful Bid, You will receive from Us immediately at the end of the relevant Auction an Acceptance which will include an invoice requiring payment of:

6.5.1 the Price (paid directly to the Seller)

6.5.2 the Premium (paid to Alotsold Vehicle Auctions Ltd)

6.5.3 any delivery costs (if applicable),

(together, the Total Price).

6.6 If You fail to pay the sums stipulated in the invoice or any other sums due within 48 hours of receipt of the Acceptance, or such other time as is specified in the Important Notes, We shall have an absolute discretion to cancel the contract of sale, to retain the Deposit, and this will be treated as you defaulting.

6.7. All required payments will need to be settled in full and before the Seller is permitted to release the Vehicle and will be in sterling (GBP) by way of CHAPS, Debit Cards, or as otherwise specified in the Important Notes or directly by Us. All queries in relation to methods of payment must be made to Our

accounts department and unless otherwise agreed by Us, the timing required under these Terms for payment is of the essence, and will under no circumstances be adjusted further to a failure on the part of the Buyer to make the necessary enquiries and preparations in order to pay the Price.

6.8 In respect of telegraphic transfers, the remitting bank must include the bidding number (which is provided to you on registration), the invoice number, and any other reference as shown in the Important Notes, or as otherwise directed by Us.

6.9 All monies payable under clause 6.1 shall be exclusive of any applicable value added tax, which shall be specified separately in the Acceptance and payable at the same time as the Total Price.

6.10 If You receive an Acceptance from Us, payment of the Total Price must be made to Our bank account (details of which are specified on the Acceptance) within 48 hours of receipt of the Acceptance either by bank transfer or electronic CHAPS payment. Other payment methods will be subject to the following surcharges (calculated as a percentage of the Total Price) which may be altered without notice:

Visa/Mastercard – 4%

Delta/Switch/Maestro – 3.5%

Company Cheques (business account holders only) – 3% plus £30 express fee (per cheque).

6.11 All lots are sold exclusive of VAT which will be added to the final Price achieved on the Successful Bid.

6.12 Without prejudice to any of Our rights under these Terms, for the avoidance of doubt:

6.12.1 We will not be under any obligation to pay any monies to the Seller following the auction until such time as the Buyer remits all monies due in accordance with this clause 6; and

6.12.2 We will be entitled to deduct from any payment due to the Seller, any amounts owed by the Seller to Us which We have obtained prior consent from the Seller to so deduct.

6.13 If You fail to pay to Us the Total Price (or any other sum due under these Conditions) within the time specified in these Conditions, You shall be liable to pay:

6.13.1 interest to Us on such sums from the due date for payment at the annual rate of 4% above LIBOR, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

6.13.2 to Us the sum of £25 for each day the payment of the Total Price is overdue (up to a maximum of 5 Business Days) by way of liquidated damages. You and We confirm that this sum represents a genuine pre-estimate of the re-listing, marketing and other administrative costs in Us retaining the re-marketing the Vehicle in the event that You fail to pay to Us the Total Price within the time specified in these Conditions.

6.14 If the Buyer does not honour its obligations for payment to Us under clause 6 above in any way within 5 Business Days of the end of the relevant Auction, We as agents of the Seller shall at its absolute discretion and without prejudice to any other rights it may

have, be entitled to exercise one or more of the following rights or remedies:

6.14.1 to rescind the contract for sale of the Vehicle (or any other Vehicle) sold to the defaulting Buyer at the auction; and

6.14.2 to retain the Deposit and to pursue the Buyer directly for all monies owed including damages for breach of contract; or

6.14.3 the Vehicle may be relisted on a new Listing and if the price the Vehicle is sold for when relisted is less than the Total Price, You may be required to pay the shortfall to the Seller;

6.14.4 to reject or ignore any bids made by or on behalf of the defaulting Buyer at any future auction; and

6.14.5 notwithstanding that ownership of the Vehicle has not passed to You and in addition to any other rights and remedies We may have under these Conditions or otherwise, You will be liable to pay to Us:

6.14.5.1 the Premium;

6.14.5.2 a one-off administration fee of £50 (plus VAT if applicable); and

6.14.5.3 a sum representing Our losses as a consequence of Our having not deducted Our Seller's commission from the Total Price.

6.15 for every calendar day following the day on which the Vehicle(s) should have been collected from the Seller by the Buyer, the Buyer will incur a daily storage charge of £21 plus VAT per Vehicle stored without exception, and such charge will continue to accrue (and for the avoidance of doubt, We will deduct such charge from the Deposit).

6.16 When a Vehicle is re-auctioned pursuant to clause 6.14 or otherwise in accordance with these Terms as deemed appropriate by Us, the proceeds of such re-sale will be applied in the following manner (for the avoidance of doubt, We will only be able to apply the Deposit as against the costs listed below if the re-sale is occurring further to clause 6.14.1, and in the case of a re-sale occurring further to clause 6.14.3, the Deposit will first be applied as against the costs listed below, followed by the proceeds of the re-sale):

6.16.1 the Defaulters Entry Fee on the re-sale which will be charged to the Buyer;

6.16.2 any outstanding storage fees, removal fees, and insurance expenses due;

6.16.3 any sums due under the original contract following the first auctions (together with any VAT chargeable).

6.17 For the avoidance of doubt, nothing in these Terms limits Our liability, nor, where applicable, the liability of the Buyer or Seller for:

(a) death or personal injury caused by negligence; or

(b) fraud or fraudulent misrepresentation; or

(c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or

(e) any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability.

## 7. DELIVERY/COLLECTION

7.1 We shall notify You by telephone once we have received cleared funds from You in satisfaction of the Total Price. You shall collect the Vehicle from the address specified in the Acceptance (or other address, as notified to You in writing) within 48 hours of receiving such notification from Us.

7.2 If for any reason, You do not collect the Vehicle from Us within the time period specified in clause 7.1, The Seller shall store the Vehicle at the Sellers premises, or at a different location at the Sellers discretion. You shall reimburse the Seller for the costs of such storage actually incurred, as stipulated at clause 6.15. The Vehicle shall be at Your risk from the time of the Acceptance and during the period of storage and You shall insure the Vehicle accordingly at Your own cost.

7.3 If, at the time You register a Bid with Us, You specify that You require for the Seller to deliver a Vehicle to You, the delivery costs will be charged to You in addition to the Price and the Premium.

7.4 If clause 7.3 applies:

7.4.1 The Seller will deliver the Vehicle to You within a reasonable period of time from the date on which we receive cleared funds from You in satisfaction of the Total Price; and

7.4.2 The Seller will deliver the Vehicle to the address specified by You at the time You registered the relevant Bid.

7.5 Any time specified for delivery by Us or the Seller to You shall not be of the essence.

## 8. BUYER'S DUTIES

8.1 The Buyer shall at his own expense and risk take away the Vehicle(s) purchased within 48 hours of receiving notification from Us after We have received cleared funds from You in satisfaction of the Total Price. If the Buyer fails to do so, the provisions of clause 6.14 above will apply.

8.2 The Buyer shall fully indemnify and keep Us indemnified in the event of any damage or loss caused and/or occasioned by the Buyers removal of the Vehicle.

8.3 The Buyer shall be responsible for any injury to and/or death of any person resulting from the removal of his Vehicle(s) and shall fully indemnify and keep indemnified, Us against any such liability whether or not such injury and/or death was caused by the negligence of the Buyer, his employees or agents.

8.4 The Buyer will be responsible for loss or damage to the Vehicle purchased from notification of a successful bid and neither Us nor our servants or agents shall afterwards be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, while any Vehicle is in their custody or under their control.

8.5 The Buyer of any Vehicle is responsible for complying with all legal requirements as to the construction and use of that Vehicle and for obtaining all insurances, certificates, permits or other authorisations necessary before that Vehicle can be used on any road, and the Buyer will not use the Vehicle on any road or remove it from the Seller under its own power until it is roadworthy, can be used lawfully on the road, and has all necessary certificates.

## 9. RISK AND TITLE

9.1 If you place a Successful Bid, the Vehicle will be at your risk from the time of the end of the related Auction. From this time You are responsible for insuring the Vehicle and complying with all other legal requirements as to the use and construction of the Vehicle and for obtaining all certificates, permits or other authorisations necessary before the Vehicle can be used on any road and We nor Our servants or agents will be responsible for any loss or damage whether caused by negligence or otherwise.

9.2 Although risk passes as set out in sub-clause 9.1, title of the Vehicle will only pass to you when we receive full payment in cleared funds of all sums due in respect of the Vehicle (including delivery charges, if applicable).

## 10. YOUR LIABILITY

10.1 In addition to agreeing to pay the Total Price on receipt of an Acceptance on the terms of these Conditions, You also undertake to indemnify Us and hold Us harmless against any losses, liabilities, claims, expenses, penalties, charges, costs and interests suffered by Us relating to any breach by You (or any third party accessing the Website via Your account) of a Contract or these Conditions or the Policies.

## 11. OUR LIABILITY

11.1 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the Premium in respect of the relevant Vehicle.

11.2 This does not include or limit in any way our liability:

11.2.1 for death or personal injury caused by our negligence;

11.2.2 under section 2(3) of the Consumer Protection Act 1987;

11.2.3 for fraud or fraudulent misrepresentation; or

11.2.4 for any matter for which it would be illegal for Us to exclude, or attempt to exclude, Our liability.

11.3 Without prejudice to any exclusions of liability set out elsewhere in these Conditions, We are not responsible for Your indirect losses which happen as a side effect of the related main loss or damage, including but not limited to:

11.3.1 loss of income or revenue;

11.3.2 loss of business;

11.3.3 loss of profits or contracts;

11.3.4 loss of anticipated savings;

11.3.5 loss of data; or

11.3.6 waste of management or office time,

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

## 12. IMPORT DUTY

12.1 If you purchase a Vehicle through the Website for delivery outside the UK, it may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that neither We, nor the Seller, have any control over these charges and cannot predict their amount. Please

contact Your local customs office for further information before placing Your order.

12.2 Please also note that You must comply with all applicable laws and regulations of the country for which the Vehicle is destined. We will not be liable for any breach by You of any such laws.

### 13. NOTICES

All notices given by you to us must be given to Alotsold Vehicle Auctions Ltd at info@alotsoldvehicleauction.com. We may give notice to you at the e-mail address you provide to Us when registering Your account with Us, or in any of the ways specified in clause 14 below. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee (whether or not successfully delivered to You).

### 14. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications We send to you should be in writing. When using the Website, You accept that communication with Us will be mainly electronic. We will contact you by e-mail or provide You with information by posting notices on the Website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all Acceptances, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

### 15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 The contract created under these Conditions between You and Us is binding on You and Us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of any such contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of any such contract, or any of our rights or obligations arising under it, at any time.

### 16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Conditions that is caused by events outside Our control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.2.1 strikes, lock-outs or other industrial action;

16.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.2.5 impossibility of the use of public or private telecommunications networks; or

16.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

16.2.7 – any public health outbreak (i.e. virus or illness) or any other health condition.

16.3 Our performance under these Conditions is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under these Conditions may be performed despite the Force Majeure Event.

### 17. SEVERABILITY

17.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

17.2 If or to the extent that any of these Terms (as amended from time to time in writing by Us) are Terms to which any of the provisions of the Unfair Contract Terms Act 1977 or the Supply of Goods and Services Act 1982 or any subsequent modification or re-enactment thereof apply then such Terms shall be enforceable only to the extent permitted by those Acts or their subsequent modification or re-enactment and these Terms shall be construed accordingly.

### 18. WAIVER

18.1 If We fail, at any time while these Terms are in force, to insist that the Seller and/or Buyer perform their obligations under these Terms, or if We do not exercise any of our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that the Seller and/or Buyer does not have to comply with those obligations. If We do waive a default by the Seller and/or Buyer that will not mean that We will automatically waive any subsequent default by the Seller and/or Buyer. No waiver by Us of any of these Terms shall be effective unless We expressly says that it is a waiver and We tell the Buyer and Seller so in writing.

18.2 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

### 19. DATA PROTECTION

19.1 We will only use the personal information provided to them to provide the auction services, or to inform Buyers and Seller about similar services which they provide, unless told by such parties that they do not want to receive this information by ticking the 'opt out' box by ticking the relevant box on the relevant web page.

19.2 The Buyers and Sellers acknowledge and agree that We may pass their details to credit reference agencies.

19.3 Within this clause, "Data Protection Act" means the Data Protection Act 1998 and "Data Controller", "Data Processor" and "Personal

Data" have the same meanings as in that Act.

19.4 With respect to the parties' rights and obligations under these Terms, such party shall be the Data Controller for information obtained in the course of the auction as permitted under these Terms. To the extent that the Buyer needs access to Personal Data relating to its receipt of the Vehicle, or a Seller needs access to Personal Data relating to its sale of the Vehicle, then We shall be the Data Controller and the Buyer (and/or Seller) shall be the Data Processor in respect of such Personal Data.

19.5 We shall only process Personal Data relating to its management (or otherwise) of the auction in accordance with the regulations of the Data Protection Act;

19.6 We shall only process Personal Data to the extent, and in such manner, as is necessary for the provision of the auction services and/or its obligations under these Terms or as is required by law or any regulatory body;

19.7 We shall only implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected; and

19.8 We shall not perform its obligations hereunder or as otherwise set out in these conditions in such a way as to breach any of its applicable obligations under the Data Protection Act.

### 20. ENTIRE AGREEMENT

20.1 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to any Auction or the use of the Website and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 We each acknowledge that, in registering with Us, placing a Bid or using the Website, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such registration, placing of a Bid or use of the Website except as expressly stated in these Conditions.

20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to registering with Us, placing a Bid or using the Website (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

### 21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

21.1 We have the right to revise and amend these Conditions from time to time.

21.2 You will be subject to the policies and Conditions in force at the time that You place a Bid, unless any change to these Conditions are required to be made by law or governmental authority after You have placed a Bid (in which case it will apply to Bids previously placed by You, but where the Auction in relation to that Bid has not yet ended).

## **22. ON-LINE BIDDING**

22.1 All participants in the Website auctions warrant that they are of legal age to operate any Vehicle which they purchase, and are otherwise legally capable of entering into binding contracts.

22.2 Any reference in the above Terms to the Premium will also, for the purposes of sale/purchases over the Website, include any online Buyer's fees of which the Buyer will be so notified at the time of Registration.

22.3 The Website operates a '1 minute rule' which means that any person who bids on-line within the last 1 minute of a specific lot closing time will instigate the automatic extension of the lot closing time by an additional 1 minute and so on for any such subsequent bids.

22.4 Use of Our online bidding platform is at all times subject to Our website terms and conditions.

22.5 During an auction, potential Buyers can bid for a Vehicle by clicking the "Bid" button. Each bid shall be final and binding as soon as the Bid button is clicked.

22.6 In the event of a tie between a bid placed by a potential buyer online and any other identical bid(s) it will be at the auctioneer's discretion as to which bid shall be accepted.

22.7 Buyers acknowledge that the online auction is a live auction and agree that each bid submitted as provided in these Conditions is irrevocable and cannot be amended or corrected, even if submitted in error and notified to Us.

22.8 Buyers are fully liable for all bids submitted via their online bidding account (including the liability to pay in full and on time in accordance with these Conditions for any Vehicle that is the subject of a successful bid submitted from the Buyer's account).

22.9 We provide the online bidding service "as is" and without any warranty or condition, express, implied or statutory. Without limiting the foregoing, We accept no liability for any failures, delays or errors caused by interruptions in the availability of the online bidding service or Our website or any errors or defects in their content or functionality, any software and/or hardware defects (whether the potential Buyers or Ours) and or any internet connection problems (whether the potential Buyers or Ours) and We do not represent or warrant that Our website or online bidding platform will be error-free, virus free, or that any defects will be corrected.

## **23. LAW AND JURISDICTION**

23.1 These Terms shall be governed by English law and We, the Seller and the Buyer all agree to the exclusive jurisdiction of the English courts.