

# Terms and conditions

## Terms and conditions of use of the website

### Definitions

"Conditions" means these terms and conditions and the Special Conditions; "Product" means a product displayed for sale on the Website; "Product Description" means that part of the Website where certain terms and conditions in respect of the individual Product are provided; "Users" means the users of the Website collectively; "Personal Information" means the details provided by you on registration; "We/us" means BCA Europe; "Website" means the website located at <http://www.bca-europe.com/> or any subsequent URL which may replace it; "Cookies" means small text files which our Website places on your computer's hard drive to store information about your session and to identify your computer; "United Kingdom" means England, Wales, Scotland and Northern Ireland and "You" means a user of this Website.

### Use of the website

#### Access

You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

#### Registration

You warrant that:

The Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and you will notify us immediately of any changes to the Personal Information by contacting our Customer Service Representatives by e-mail, or using our website contact form. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

#### Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

#### Our rights

We reserve the right to:

modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly

to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

### **Third party links**

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

### **General**

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### **Compliance with laws**

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

### **Limitation of liability**

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy.

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it

available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

#### **Severance**

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

#### **Waiver**

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

#### **Survival**

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

#### **Entire agreement**

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what BCA Europe and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation.

Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

#### **Law**

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

### **Contact**

The registered company address of BCA Europe is:  
Headway House  
Crosby Way  
Farnham  
Surrey  
GU9 7XG

## **Condition variations re Live Online, Bid Now and Buy Now**

1. Subject to the following provisions, all entries of vehicles for sale and all purchases made through British Car Auctions Limited (“BCA”) are subject to the BCA Conditions of Entry and Sale (“the Conditions”)\* .
2. For the purposes of sellers and buyers concluding sales and purchases via BCA Live Online, BCA Bid Now, BCA Buy Now and BCA e-Auction the Conditions are varied as follows:
  - a. Condition 10B shall apply only to the extent that it is not inconsistent with the provision by BCA of an online description and/or grading\*\* and for the avoidance of doubt it shall remain a term of the contract of sale that the buyer accepts the tyres, exhaust and battery with all damage and defects (if any) which an inspection of the vehicle ought reasonably to reveal.
  - b. Condition 18A shall be varied such that it provides as follows: “The property in the vehicle shall not pass to the buyer until the price, the buyer’s fee and the online buyer’s fee has been paid to BCA and any cheque or other instrument tendered in payment has been cleared. Until the property passes the seller reserves the right to dispose of the vehicle.”
  - c. Condition 20A shall be varied such that it provides as follows: “The price, the buyer’s fee and the online buyer’s fee must be paid by the buyer to BCA”.
  - d. Condition 25B shall be varied such that sales of vehicles effected by BCA Live Online, BCA Bid Now, BCA Buy Now and BCA e-Auction shall be treated as sales effected by the fall of the hammer in the auction hall and not as private treaty sales.
  - e. An additional sub-condition shall be added to Condition 26, which shall provide as follows: “All buyers concluding purchases via BCA Live Online, BCA Bid Now, BCA Buy Now and BCA e-Auction will be charged an online buyer’s fee in respect of services provided by BCA to the buyer.”
3. In addition to the variations described in paragraph 2 above, for the purposes of sellers and buyers concluding sales and purchases via BCA Live Online the Conditions are also varied such that the time limits specified in Conditions 11, 15 and

16 shall apply only to the extent that they are not inconsistent with the time limits prescribed by the Live Online Dispute Resolution and Arbitration Policy (“LODRAP”)\*\* .

4. Unless otherwise stated vehicles sold and purchased via BCA Live Online, BCA Bid Now, BCA Buy Now and BCA e-Auction are sold and purchased “as seen” as defined in Condition 7.
5. A party offering a vehicle for sale via BCA Bid Now, BCA Buy Now or BCA e-Auction in circumstances where the offered vehicle is not physically present on BCA premises:
  - a. undertakes to BCA that it (the offering party) shall:
    - i. ensure that the person(s) in whose possession and/or control the vehicle remains is/are aware and understand the implications of the fact that the vehicle is being so offered; and
    - ii. not enter into a contract for the sale of a vehicle otherwise than via BCA Bid Now, BCA Buy Now or BCA e-Auction whilst it is being so offered; and
  - b. acknowledges that:
    - i. if it breaches the undertaking contained in sub-paragraph 5.A.b. above in circumstances where it also contracts to sell the vehicle via BCA Bid Now, BCA Buy Now or BCA e-Auction, it may incur legal liabilities to one or more of the non-BCA buyer, the BCA buyer and BCA; and
    - ii. a buyer through BCA Bid Now, BCA Buy Now or BCA e-Auction may in certain circumstances acquire more statutory rights vis-à-vis the contract of sale than a buyer through a physical auction.
6. Where a party has been provided with the facility to remotely instruct BCA to offer a vehicle for sale without providing BCA with a completed entry form, there shall be such agreement between the instructing party and BCA as is described in Condition 3A, and Condition 3 shall apply to the subsequent offering of the vehicle for sale by BCA.
7. Where BCA has provided a vehicle appraisal report in respect of, and assigned a condition grade to, a vehicle, then BCA shall not be liable to any person for any omission from or inaccuracy in the information presented in the vehicle appraisal report unless any such omission or inaccuracy is of sufficient magnitude such that, had it been taken into account when assigning the condition grade to the vehicle, the condition grade assigned would have been inferior to that actually assigned to the vehicle, in which case BCA shall be liable to the buyer in damages only not exceeding the reasonable cost of rectifying the defect omitted from or inaccurately described in the vehicle appraisal report.

\* Copies of the Conditions are available free of charge from all BCA branches and the BCA website. Potential sellers and bidders are strongly advised to read the Conditions before selling or bidding.

\*\* Details of the BCA Live Online grading standards are available in the BCA website:

Condition Grades

\*\*\* **The BCA Live Online Dispute Resolution and Arbitration Policy (“LODRAP”)** is available [here](#) and must be followed in the event of a post-sale dispute\*\*\*