



TERMS AND CONDITIONS OF SALE AND TRADING

(Copies available on request free of charge)

1 Application of Terms and Conditions

- (a) No variation of these Terms and Conditions shall have legal effect unless in writing and signed by a Director of the Company
- (b) (i) All Persons being bound in legal relationship with the Company and/or with each other through the Company (whether of a contractual or non-contractual nature) accept the application of these Terms and Conditions
- (b) (ii) The buyer is bound by entering into the electronic auction to which these terms and conditions relate and by accepting these terms and conditions agrees to be bound by them and to at all times comply with all operational and technical instructions, processes and procedures from time to time issued by the Company
- (c) The headings prior to the clauses herein are for guidance only and do not form part of these Terms and Conditions
- (d) Terms and Conditions herein concerning the liability of the Company are additionally made on behalf of and in trust for the Auctioneer and the other servants and agents of the Company who shall be under no greater liability howsoever arising and of whatsoever nature than the liability of the Company herein

2 Definitions and Clarification

- (a) The "Company" means Jet Total Vehicle Solutions Plc., trading as Jet Auction Centre unless the context otherwise requires
- (b) The "Auctioneer(s)" means the servant and/or agents of the Company having control and conduct of the Auction and its procedure
- (c) The "Auction" means the Sale by bidding through the electronic auction processes provided by the Company for or in connection with that purpose
- (d) unless the context otherwise requires reference to "Vehicle and/or Vehicles" herein shall include any item the subject of Sale or intended Sale
- (e) The "Seller" means the person instructing or authorising the Company to sell (whether Sale occurs or not) including his servants and agents for whose actions he is responsible as if they were his own
- (f) The "Buyer" (including his servants and agents for whose actions he is responsible as if they were his own) means the person making a purchase either directly or indirectly through the auction and includes unless the context otherwise requires a person acting within the meaning of 1 (b) (ii) hereof
- (g) The "Engineer" is appointed by the Company in order to examine and report upon the condition of the Vehicle upon the instructions of the Seller and/or Buyer and/or prospective Buyer
- (h) "Rescission" is when the Sale is set aside by the Company by the procedure referred to in clause 13 hereof
 - (i) "As Seen" means that the Vehicle is Sold with all its faults (if any) at the entire cost and risk of the Buyer
 - (j) "Sale " is either:-
 - (i) "Sale by Auction" and concluded by the final acceptance by or on behalf of the Company of a final bid or
 - (ii) "Private Sales" which arises when the Vehicle having been entered for Auction has not been sold by the acceptance by or on behalf of the Company of a final bid but has been otherwise sold to a Buyer who was present at a physical Auction or who was introduced either directly or indirectly by the Company by or to the Auctioneer
 - (iii) "Provisional Sale" arises when a Vehicle fails to meet its reserve price and the Vehicle is therefore not sold at auction. The Company/Auctioneer may then negotiate a Sale between the Buyer and the Seller, such Sale being concluded when the Buyer agrees to purchase the Vehicle at the renegotiated price
- (k) "Payment" is money received by the Company in such manner as the Company may from time to time determine in its absolute discretion
- (l) "Tariff" means the Company's current charges including commission for Sales which may be amended from time to time and are available upon request
- (m) The "Entry Form" means the standard form in electronic or other format provided by the Company to the Seller to be completed by him as a prerequisite to the Company's acceptance of the Vehicle for the purpose of auctioning it
- (n) "Conditions of Transport" means the current conditions of transport of Jet Auction Centre (copies of which are available upon request free of charge) save that the expression "the Transporters" therein means the Company as defined therein
- (o) "Trader" for the purpose of the conditions of Transport means any person(s) or body sending or receiving or desiring to send or receive Vehicles by the services of the Transporters and includes unless the context otherwise requires, their servants or agents
- (p) "Company Account Holder" means the holder of a current Jet Auction Centre account issued to the holder and used in connection with the conditions of use governing such an account
- (q) In these Terms and Conditions singular shall include plural (or vice versa) and masculine shall include feminine

3 Agency of the Company on behalf of the Seller

- (a) The Seller authorises the Company
 - (i) to sell the Vehicle to the highest bidder subject to the Terms and Conditions herein relevant to the said Sale subject also to any reserve price agreed between the Seller and Company
 - (ii) in case of default in Payment by the Buyer to re-offer the Vehicle for Sale by Auction
 - (iii) in case the reserve is not reached to make a provisional Sale subject to the Seller's confirmation to the highest bidder or other interested prospective Buyer. The provisional Sale shall for all intent and purposes be deemed to be an Auction Sale
- (b) In any Sale effected between the Seller and the Buyer the Company shall be an agent only for the purpose of arranging the contract between them
- (c) If subject to the Company's powers in 6 hereof the seller exercises his right to bid resulting in a Sale he will be deemed in every respect to be a Buyer for the purpose of these Terms and Conditions
- (d) The Seller agrees to pay the Company's charges for the services provided whether the Vehicle is Sold or not

4 The Company's Charges

- (a) The Company's charges for its services are in the tariff published by the Company from time to time, copies of which are available upon request
- (b) The entry fee is payable upon each and every occasion of offering the Vehicle for Sale by Auction
- (c) Commission is payable when a Vehicle is Sold including when there has been Rescission, when the Buyer had defaulted in Payment, when the Buyer is the same person as the Seller or when there has been a Private Sale

5 Collection and Delivery

- (a) The Company accepts instructions to collect and deliver Vehicles to the Auction and instructions for their despatch from the premises and delivery to the agreed destination. Between collection or despatch (as the case may be) and delivery of a Vehicle whilst in transit the carriage thereof shall be subject to the terms and conditions of transport
- (b) The Company is authorised to engage sub-contractors to perform the carriage of any part thereof on their behalf and any such subcontractors have like authority
- (c) Upon termination of transit upon delivery at any physical Auction premises a Vehicle is thereupon entered for Auction and the Seller shall have been required to complete the Entry Form upon the said Collection.
- (d) Subject to Clause 19 hereto the rights and liabilities of the Company and the Trader in regard to transit and the arrangements in connection therewith are to be determined in accordance with the Conditions of Transport

6 The Powers of the Auctioneer and/or the Company

Subject to these Terms and Conditions of sale in order to ensure the proper conduct of the Auction the Company or any physical or internet based Auction is empowered in their absolute discretion to:-

- (a) refuse entry of any person to any physical auction or order their removal from the Auction premises or any system under which any auction is operated by the Company
- (b) refuse to accept a Vehicle into any auction or require its removal from any Auction premises
- (c) refuse to offer a Vehicle for Sale by Auction (whether because there is an unacceptable reserve price or otherwise)
- (d) refuse to accept any bid
- (e) re-offer the Vehicle for Auction in the event of any dispute about bidding or withdraw it therefrom on the day of the dispute
- (f) retain a Vehicle and/or retain any payment made as Agent for the Company
- (g) terminate forthwith the participation of any person in the auction process who in the absolute discretion of the Company or the auctioneer has or is manipulating any process or system for wrongful purpose, fraud or deceit.

7 Seller's Obligation

- (a) The Seller will
 - (i) fully complete and sign the Entry Form in such form as is required and
 - (ii) provide the Company with the keys, the registration and other documents for the Vehicle
- (b) The Seller warrants
 - (i) the accuracy of the statements made by him in the Entry Form and otherwise and
 - (ii) that he is the Owner of the Vehicle with an unencumbered right to Sell or otherwise has such a right to Sell

- (c) The Seller agrees to indemnify the Company against any liability which it may have of whatever nature howsoever arising and to whomsoever in consequence of any misrepresentation or withholding of information by the Seller, breach of warranty or other breach by him of these Terms and Conditions

8 The Sale

- (a) Buyers should inspect Vehicles and satisfy themselves as to the condition thereof. All Vehicles are Sold As Seen there being no express or implied conditions or warranties binding the Seller or Company (save as to title) without prejudice to 10 (a) hereof (such Conditions or warranties which may otherwise apply being hereby expressly excluded) whether arising by Statute or otherwise as to the quality condition described suitability of fitness for purpose intended (except for any such conditions or warranties which may be required by law in the case of a Private Sale) save in the case of the Seller only in so far as he has entered particulars in the Entry Form
- (b) The Vehicle remains the property of the Seller until final Payment is received subject to paragraph (c) hereof but on Sale it is at risk of the Buyer who in the case of Sale will thereupon provide his name and address to the Company and comply with the Terms and Conditions relating to deposit and/or Payment herein
- (c) Until all amounts due from the Buyer pursuant to a Sale has been paid and discharged in full the Buyer shall not acquire title to the Vehicle. The Seller will if required by the Company subrogate and/or assign to the Company all his rights of relief as against the Buyer including generally but without particularity the right to claim title to the said Vehicle

9 The Buyer's Obligations

The Buyer will

- (a) not remove or attempt to remove the Vehicle from the control of the Company or use it on a road until
 - (i) full Payment of the purchase price has been made together with any charges due from him and
 - (ii) the Vehicle is in roadworthy condition together with valid MOT certificate if applicable and insurance (all as required by statute) or otherwise lawful arrangements for its removal have been madeany such removal or attempt thereat not in accordance with (i) and (ii) hereof constituting a trespass entitling inter alia the Company and/or Seller to enter into any premises or upon any land containing the Vehicle in order to retake possession of it
- (b) not sub-sell until the Purchase price has been fully paid
- (c) pay the Company's charge for its services provided to including any amounts referred to in Clause 14 hereof
- (d) in case he is in default in payment of the Purchase price and/or any other of the Company's charges shall forfeit any deposit paid by him to the Company and he shall be liable for the entry fee, sale commission and storage/parking charges applicable in addition to any other liability which he may have, such sums being deducted from the said monies paid to the Company by the Buyer by way of deposit or otherwise
- (e) indemnify the Company against any liability which it may have suffered or incurred of whatsoever nature howsoever arising and to whomsoever in consequence of any breach by him of these Terms and Conditions

10 The Company's Obligations

- (a) Any information about the Vehicle is supplied in good faith on behalf of the Seller. The Company will not knowingly or wilfully make any misrepresentation about the Vehicle or Ownership thereof. Save as aforesaid the Company is under no liability howsoever arising and of whatsoever nature arising either directly or indirectly out of supplying information received from the Seller or otherwise
- (b) The Company will be liable for loss or damage to the Vehicle whilst in its care and control only if caused by its own negligence. Save as aforesaid the Company is under no liability howsoever arising and of whatsoever nature and is not liable for indirect or consequential damage
- (c) The liability howsoever arising and of whatsoever nature of the Company (if any) shall in any case be limited to the value of the Vehicle the subject matter of the claim
- (d) The Company shall not be liable in any way for any loss or damage arising out of or connected with the inability of any Buyer (or Seller as the case may be) to make any bid or progress any part of the system relating to any electronic/internet based auction held by or on behalf of the Company (or the timing thereof) and any participant is solely responsible for all issues of connectivity and/or hardware or software issues, howsoever arising

11 Payment

- (a) The Buyer is to
 - (i) make the Payment for the purchase without delay at the time of the Sale in the manner instructed by the Company from time to time or
 - (ii) then pay a sum by way of deposit of £50 thereof or such greater sum as may be published by the Company from time to time with Payment of the balance thereof by the end of the working day next following Sale and time shall be of the essence
- (b) The Purchase money shall be held by the Company as stakeholder until Payment to the Seller, the deposit being in any case non-refundable except where there is a Rescission
- (c) A Buyer being a Company account holder may make Payment in full subject to clause 2 (k) hereof and always provided that the other conditions of use are complied with
- (d) The Company may but without obligation to do so retain sufficient money from the purchase price to discharge a hire purchase obligation of the Seller and may discharge it on behalf of the Seller

12 The Engineers Service

- (a) The Engineer shall be the exclusive Agent of the Seller and/or Buyer and/or prospective Buyer (as the case may be) for the purpose of their instructions given to examine and advise upon the condition of a Vehicle. Any information obtained by the Engineer in connection with such instructions and/or examination shall be confidential and shall not be deemed to be within the knowledge of the Company and/or the Auctioneer
- (b) The Engineer is to exercise reasonable care in carrying out his said instructions but subject thereto is under no liability for failure to notice any defective or unsatisfactory condition of the Vehicle or otherwise

13 Complaint and Rescission

- (a) Subject to Clause 13 (d) hereof and where the Buyer alleges that there has been a serious misrepresentation upon which he has relied in respect of the Vehicle he should (if he wishes to avail himself of this procedure) deliver the Vehicle in like condition as when and if by that time received together with a written complaint to the Engineer within one hour after the Sale. If the Engineer in his absolute discretion is of the opinion the complaint is justified and in the circumstances made within such time then provided it has not already been remitted to the Seller the purchase money will be refunded to the Buyer and the contract of Sale rescinded
- (b) The Engineer must disclose whether he has previously examined the Vehicle on behalf of the Seller or Buyer. If the said complaint relates either directly or indirectly to advice given by him then the Buyer or Seller may request the Company to appoint another Engineer to deal with it at the Buyer's or the Seller's expense as appropriate
- (c) If the contract is rescinded the fee payable by the Buyer for the Engineers service will be refunded by the Seller and no liability for the same shall attach to the Company
- (d) In the case that the Buyer's complaint relates to an allegation of defect in the legal title to the Vehicle or other allegations not concerning the nature or condition thereof then the complaint shall be made to the claims officer of the Company but otherwise under the same procedure as in Clause 13 (a) hereof. In addition to the power to rescind the Sale contract the claims officer may in the case of an alleged defect in the title retain the purchase money and/or the Vehicle pending resolution of any dispute including resolution by referring it to the court by way of an inter pleader action or to the Police for the carrying out of any Police Property Act Summons.
- (e) The Seller will be advised of any such complaint in reasonable time prior to notification of any Rescission. If upon such notification the Seller does not instruct the Company to re-offer the Vehicle for Sale by Auction together with notification of any serious defects which may have been found by the Engineer then the Seller is required to remove the Vehicle from any Auction Premises within 48 Hours thereof
- (f) Neither the Company nor the Engineer shall be liable either for the rescinding of the Sale contract or for the retention of the Purchase money and/or Vehicle provided that the decision to rescind or retain (as the case may be) has been made in good faith

14 Indemnity in Respect of Title

Without prejudice to 13 (d) hereof in consideration of a charge to be paid by the Buyer to the Company the Company undertakes to indemnify the Buyer against loss or damage suffered by him arising out of a defect (unknown to him at the time of Sale) in the Seller's legal title to the Vehicle provided that

- (a) Within five working days of the Sale the Buyer should notify the Company in writing of any apparent interference with the chassis number or discrepancy between it and that stated in the registration document

- (b) The Buyer notifies the Company in writing within three days of any circumstances coming to his knowledge giving rise to a claim for indemnity hereunder and send to the Company promptly any correspondence in connection therewith
- (c) The undertaking herein expires after 4 years commencing upon the day of the Sale to the intent that claims notified after the said period shall be invalid hereunder
- (d) The indemnity herein shall not exceed the purchase price of the Vehicle
- (e) Upon payment to the Buyer hereunder the Company shall be subrogated to any rights of recovery in connection therewith which the Buyer may have against the Seller or any other person and shall be entitled to all assistance possible from the Buyer including bringing legal proceedings in his name

15 Insurance

- (a) The Vehicle is at the Seller's risk before and at the Buyer's risk after the Sale. The Company will arrange insurance with a reputable Insurance Company upon their standard terms of accidental loss or damage to the Vehicle during the transit or otherwise whilst in the care of the Company upon the written request for such insurance and Payment of the Company's charge or the premium therefor
- (b) Any rights of indemnity thereunder shall be a matter solely between the Seller and/or Buyer (as the case may be) and the said Insurance Company

16 Storage/Parking

- (a) There will be a charge for a Vehicle remaining on the Auction premises or otherwise in the control of the Company after 72 hours from it being offered for Auction (whether sold or not) payable by the Seller or the Buyer (as the case may be) according to which one has the risk in the Vehicle provided that the said 48 hours will commence from notification for the purpose of 13 (e) hereof and will not apply in the case of a Vehicle which the Company has agreed to re-offer for Auction
- (b) Subject to 16 (a) hereof or otherwise under these Terms and Conditions the said charge will be payable by the Seller or Buyer after 48 hours from notification to the appropriate one of them by the Company that it requires the Vehicle to be removed

17 Lien and Sale/Re-Sale

- (a) The Company shall have a general and a particular lien upon the Vehicle and/or purchase money (including deposit) for charges or other monies owed to it by the Seller and/or Buyer provided that such lien shall only be exercised against the debtor entitled to the said Vehicle or purchase money (as the case may be)
- (b) The Company is empowered hereby without further process to sell the Vehicle and account for the proceeds thereof subject to deduction of any proper charges and expenses
 - (i) if subject to these conditions the Vehicle is still at the Auction premises or otherwise in the control of the Company for more that 14 days after notification to the Seller or Buyer (as appropriate) that it is to be removed there having been in the meantime no justifiable written explanation communicated to the company with a request not to sell or
 - (ii) after 14 days from notification to the Seller or Buyer (as appropriate) of the exercise of a lien and intention to sell

18 Notification

Notification by letter addressed to the address provided by the Seller and/or Buyer shall constitute effective notification and service thereof upon the day when the letter should arrive in the ordinary course of first class post

19 Time Limit for Suit

- (a) Subject to Clause 14 hereof or otherwise herein the Company shall in any event be discharged from all liability whatsoever in respect of the Vehicle or any transaction in connection therewith unless any legal claim is issued at court within a period of time of one year from the date of the Sale thereof or from the date of entry into Auction. In the case of no Sale of any Vehicle Clause 5 hereof applies then from the termination of transit or in the case of misdelivery or non-delivery the aforementioned time limit shall be 28 days after the commencement of transit

20 Construction

If any provision of this agreement is held by any competent court of law to be invalid or unenforceable in whole or in part then the validity of the other provisions of these terms and conditions and the remainder of the provision in question (as the case may be) shall not be affected thereby

21 Investigation of Title

The Company shall be under no duty to either Seller or Buyer to make any enquiries of any nature whatsoever as to the title of any Vehicle or to disclose to the Seller, Buyer or any other person whatsoever the result of any enquiry, such enquiry being made entirely at the discretion of the Company

In the case of physical auctions please Sign Below to confirm you have read, understood and agree and accept the Terms set out above.

In the case of an electronic/internet based auction your checking the following box signifies your understanding and acceptance of and agreement with these Terms and Conditions in full []

Signature:

Date:

Part of Jet Total Vehicle Solutions

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