

Terms and Conditions

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Welcome to CarAndClassic.com.

Car and Classic offers you access to and use of our website, services, mobile applications and tools (collectively our '**Services**'), subject to the conditions set out on this Terms and Conditions. By using our Services, you agree to comply with these Terms and Conditions, the Car and Classic [Privacy Policy](#) and all policies posted on [Carandclassic.com](#) (the "**website**").

In these Terms and Conditions:

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1. Introduction

- 1.1 **Please read these Terms and Conditions carefully before using our Services.** You will be subject to the Terms and Conditions in force at the time that you use our Services. The Terms and Conditions will continue until terminated by us or you in accordance with these Terms and Conditions. If any of these Terms and Conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining clause.
- 1.2 For the purposes of these Terms and Conditions, “**you**” means you (if you're registering for or using our Services as an individual) or the business you are employed by or represent (if you're registering for or using our Services as a business). “**Car and Classic**”, “**C&C**”, “**we**” and “**us**”, means Car and Classic Limited and/or its affiliates, successors or assigns.
- 1.3 Please see our [Privacy Policy](#) to understand how we collect and process your personal information through our Services.

2. About the Website

- 2.1 **What we do.** The C&C website is a marketplace that allows users to browse, buy, bid on, list, market, offer for sale, and sell cars, motorbikes or any other car related item listed on the website including but not limited to spares, tools, documentation, number plates, tyres and rims, parts, accessories and other car-related items (hereafter referred to collectively, as “**Vehicles**”). The website uses a variety of purchasing options (including but not limited to Online Auction Listings, Verified Listings or Free Listings, as described below), and includes features that enable you to contact and communicate with us or other users about the Vehicles listed on our Services or otherwise:
 - a) “**Online Auction Listings**”. Where available, the Online Auction Listings option will be indicated on the Services with a “Auctions” button. Users may be able to bid on Vehicles and, at the close of auction, the Vehicle will be sold to the highest bidder, who has met or exceeded the applicable starting bid (the “**Highest Bidder**”). Each user that places a bid is required to complete the transaction if they place the highest bid (or their bid is otherwise accepted), as a bid is a legally binding commitment to purchase the Vehicle if you are the Highest Bidder. Some Vehicles in an Online Auction Listings may be offered for sale subject to a reserve price (“**Reserve**”), which is the confidential minimum price below which the Vehicle will not be sold;
 - b) “**Verified Listings**”. Where available, the Verified Listings option will be indicated on the Services with “Verified Listings” or “Make an Offer” buttons. Users may be able to place an offer for Vehicles using this purchasing option, and the seller may choose to accept the offer or reject it. Verified Listings offers are binding on the user. Offers become binding on acceptance of the offer by the seller (the “**Accepted Offer**”) and represent an irrevocable offer to purchase a Vehicle, at or above the minimum price established by the seller (the “**Asking Price**”). When a user commits to buy a Vehicle using the Verified Listings option, they agree to complete the transaction subject to these Terms and Conditions; and
 - c) “**Free Listings**”. Where available, the Free Listings purchasing option will be indicated on the Services with a “Classified Ads” button. Users may be able to make non-binding invitations to purchase Vehicles from sellers. Where a sale is agreed as a result of a Free Listing, it is for the buyer and seller to agree on the sale price and a suitable payment method.

- 2.2 **What we don't do.** C&C itself does not offer any items for sale on the website in any format. C&C does not have possession of any Vehicle listed or sold through the website and is not party to or in any way involved in the actual transaction between buyers and sellers. While C&C as a service provider helps facilitate transactions that are carried out on the C&C website, C&C is neither the buyer nor the seller of the seller's items. In addition, while C&C may provide pricing, listing and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. C&C provides a service for sellers and buyers to negotiate and complete transactions. Accordingly, the contract formed at the completion of a sale for these third party Vehicles is solely between buyer and seller. C&C is not a party to this contract nor assumes any responsibility arising out of or in connection with it nor is it the seller's agent. The seller is responsible for the sale of the products and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the buyer and seller. While we may help facilitate the resolution of disputes between buyers and sellers, C&C has no control over, and does not guarantee the existence, quality, safety or legality of, Vehicles advertised; the truth or accuracy of users' content, listings or feedback; the ability of sellers to sell Vehicles; the ability of buyers to pay for Vehicles; or that a buyer or seller will actually complete a transaction or return a Vehicle.
- 2.3 **Vendors, Dealers and other Sellers.** Parties other than C&C provide services, and/or sell Vehicles on the C&C website. In addition, we provide links to the sites of affiliated companies and certain other businesses. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites. We are not responsible for examining or evaluating, and we do not warrant the offerings of any of these businesses or individuals or the content of their websites. C&C does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties. You can tell when a third party is involved in your transactions, and we may share your information related to those transactions with that third party. You should carefully review their privacy statements and other conditions of use. In addition, we provide links to the sites of third party companies and certain other businesses.

3. Using the Website

Subject to your compliance with these Terms and Conditions and your payment of any applicable fees, C&C or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make use of our Services. This licence does not include any resale or commercial use of any of our Services or its contents; any collection and use of any Vehicle listings, descriptions, or prices; any derivative use of any of our Services or its contents; any downloading or copying of account information for the benefit of another business; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms and Conditions or any Service Terms are reserved and retained by C&C or its licensors, suppliers, rights holders, or other content providers. No Service, nor any part of any of our Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

4. Abusing the Website

You may not misuse our Services, which include this website. You may use our Services only as permitted by law. The licences granted by C&C terminate if you do not comply with these Terms and Conditions. You must not use any of our Service: (i) in any way that causes, or is likely to cause, any of our Service, or any access to it to

be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a message or other content uploaded on this website. We reserve the right to remove or edit such content. We reserve the right to refuse any Services or terminate your account if your behaviour gives justified reason to do so. This will in particular be the case if you are in breach of applicable laws, applicable contractual provisions, our guidelines or our policies. When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement, and to do the right thing for both buyers and sellers.

5. Your Account with Us

- 5.1 **Registration.** You will need your own C&C account to use certain Services, and you may be required to be logged into the account, have a valid payment method associated with it, and complete any required forms. When you register for the Service, you must choose a current email address and password. In addition, you will need to provide *at least* the following information to register: (a) first and last name; (b) date of birth; (c) phone number; (d) current email address; (e) residential or business address; (f) proof of address; (g) details of your bank accounts or a valid payment method for our fees; and (h) such other information as may be requested at signup. Only one user account can be created with the same email address. This email address is also used for communication with C&C and is essential for all contractually relevant correspondence between C&C and the user. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. Your obligations to us will not be reduced in the event that you do not. We are not responsible for any loss or damage (including misdirected emails or deliveries) which may occur because you did not provide us with complete or accurate information.
- 5.2 **Security.** All user accounts are strictly personal. You are not entitled without the express consent of C&C to transfer your account to a third party, and/or enable third parties to access your user account using your login details. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. We are not responsible for and you shall indemnify us against any loss or damage which may occur resulting from unauthorised use of your username, current email address or password.
- 5.3 **Verification.** We may instruct a third party, MangoPay, to verify your name and address before you can use the website. MangoPay reserves the right to carry out checks for the purposes of confirming your identity and the prevention of financial crime. You are not obliged to provide this information, but if you do not, you will not be able to make payments through C&C and MangoPay, and you shall not be able to make a bid, make an offer or transact via the website.
- 5.4 **Representations.** By using our Services you confirm that you did not rely on any oral or written representations made by employees of C&C and/or any of its affiliates and

that you chose the service based on your own due diligence and consideration. Use of our Services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, some countries may not allow minors to use our Services). If you create or use an account as an individual consumer, you represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you create or use an account on behalf of a business entity, such as the company you work for, you warrant and represent: (i) that you are authorised to act on behalf of such business and bind the business to this Terms and Conditions; (ii) all trade accounts are owned and controlled by the business entity you represent; and (iii) no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms and Conditions. If you are a seller listing on the website, you represent and warrant that you are the legal owner of the Vehicle, are free to sell the Vehicle listed on the website and the sale of the Vehicle conforms in every respect with the terms (if any implied by the Sale of Goods Act 1979 and the Consumer Rights Act 2015). If you create or use an account as a trade seller, you must comply with all applicable laws relating to online trading.

- 5.5 **Closing Your Account.** You may not close your account while you are the Highest Bidder on an Online Auction Listing or have made an offer in a Verified Listing. You can request to close your account at most other times by emailing us at support@carandclassic.com. Notice of termination of your account must be given in writing.
- 5.6 **All rights reserved.** We reserve the right to close your account, make changes to or terminate all or any part of our Services, policies, terms and conditions including these Terms and Conditions at any time and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

6. Listing Conditions

- 6.1 **Vehicle Registration.** To list a Vehicle for an Online Auction Listing or in a Verified Listing, you must first register the Vehicle with us by making a listing request via the website and submitting to us the Vehicle information, including proof of ownership of the Vehicles, history and a confirmation that there are no charges or other encumbrances over the Vehicle. As a seller, you hereby confirm and agree that the Vehicle will be free of any charges or encumbrances and that you will transfer legal ownership to the buyer. When making a pre-listing request via the website, sellers are also required to describe all defects or flaws in the Vehicle – this helps avoid problems or buyer dissatisfaction. C&C will consider the proposed Vehicle and confirm with you if the Vehicle is accepted for listing on the website.
- 6.2 **Pricing.** C&C gives no warranty or representation as to the anticipated or likely selling price of any Vehicle in a listing. Any estimate given, whether written or oral, as to the estimated selling price of any Vehicle is a statement of opinion only and may be subject to revision from time to time at C&C' sole discretion and should not be relied upon as an indication of the actual selling price.
- 6.3 **Vehicle Description.** Sellers shall take sole responsibility for the factual accuracy, content and legality of, and for any judgments or opinions expressed in the Online Auction Listings and Verified Listings, and for any error, misstatement or omission of information in the relevant listing description, including any descriptions of the condition, authenticity and quality of the Vehicle. Sellers shall agree that C&C is not responsible for examining or warranting the listings, and that they will not hold or attempt to hold C&C liable for inaccuracies. Sellers shall agree not to provide content for the listings that they do not have the right to submit; this includes material covered by someone else's copyright or any other proprietary right (unless they have the

owner's permission). C&C may assist sellers in the creation of Online Auction Listings (including the content of such listings) but it remains each seller's sole responsibility to make sure that its listings are accurate.

- 6.4 **Duration, Appearance and Placement.** Listings must be for vehicle-related items and uploaded to the appropriate category or areas on the site. Listings for inappropriate or unrelated vehicles may be deleted. Listings may not be immediately searchable by keyword or category for up to 24 (twenty-four) hours. Typically, in our Online Auction Listing process, there will be a pre-auction period where the seller and interested parties will need to wait for the Vehicle to go live. The appearance or placement of listings in search and browse results may also vary. It will depend on a variety of factors. The duration of our listings will also vary. Typically, when you create Verified Listings, these will expire after 66 (sixty-six) calendar days. However, C&C does not guarantee exact listing durations for any of its listings. We have the right to extend a listing (for any period we determine) and continue to offer for sale any relevant Vehicle, if in our absolute discretion it is in the best interests of buyers and the seller due to bids/offers being received close to auction or listing close, or delays, interruptions or errors having affected the original listing. If an Online Auction Listing is extended all bids remain open and bidders cannot withdraw their bid. C&C also has the discretion to close listings before the time period specified on the website for any reason. Duplicate listings of an identical Vehicle at the same time from the same seller, may be removed.
- 6.5 **Exclusive Listing Policy.** Due to the nature of an Online Auction Listing and our Verified Listings, it is not possible for us to deliver our Services if you use another platform to sell your Vehicle. Therefore, it is important that you exclusively use this platform to sell your Vehicle, once we have accepted the Vehicle for sale. After the Vehicle is accepted for listing in the Online Auction Listing or Verified Listing formats, the website shall be the exclusive listing site for Vehicle and you shall not offer for sale or sell the Vehicle in any other manner until the earlier of (a) the date 14 (fourteen) calendar days after your Vehicle is sold via the website or (b) the date you withdraw the Vehicle from the website as permitted by C&C in writing. By entering into these Terms and Conditions for use of the website, sellers hereby agree to sell the Vehicle, as applicable, (a) to a buyer who is the highest bidder and who meets or exceeds the opening bid, the Reserve or Asking Price, as applicable in an Online Auctions Listing (b) to a buyer who commits to purchase your Vehicle in a Free Listing; or (c) to a buyer who commits to purchase a Vehicle at the Accepted Offer in a Verified Listing. If you are in breach of this paragraph, you will be subject to the Default Fee. Where there has been no winning bid following an Online Auction Listing, you agree to us providing a continued selling service to you and to our selling the Vehicle by private treaty or other alternative process, and accordingly agree to a further 14 calendar day extension of the exclusivity period (as necessary). Nothing in these Terms and Conditions shall be interpreted as an obligation on us to sell your Vehicle.
- 6.6 **No shill bidding.** Sellers agree not to bid on their own item. We call this shill bidding and it not only violates our policies, it's against the law in many places.

7. **Additional Services (Online Auction Listings Only)**

Photography and curation. By making a listing request as part of the Online Auction Listings process, you instruct us to prepare photographs and assist with drafting the description of the Vehicle. Once a listing has been confirmed for Online Auction Listings, we submit a draft description for the sellers approval. Sellers agree to promptly confirm that the draft description is a complete and accurate description

of the Vehicle. As a seller, you give us the full and absolute right to photograph and illustrate any Vehicle consigned for sale, and to use such photographs and illustrations at any time at our absolute discretion (whether or not in connection with the live Online Auction Listing); you agree that photographs and illustrations used for the Vehicles are for identification purposes only and that they may not show the true condition and colour, (which may be inaccurately reproduced) of the Vehicle; you may use the photography content and/or vehicle data provided, solely in your C&C listings and during the time your listings are on C&C's website; you agree that the C&C photography and/or vehicle data may include copyrighted, trademarked and other proprietary materials; and you agree not to remove any copyright, proprietary or identification markings from our C&C photography or vehicle data or create any derivative works based on that data (other than by including the data in your listings).

8. Bidding and Buying Conditions

- 8.1 **Vehicle Sold AS IS.** Buyers must read the full Vehicle description carefully before they bid, make an offer or otherwise commit to buying because Vehicles are sold on an 'AS IS, WHERE IS' basis on this website. It is a buyer's responsibility to independently determine the description, ownership, value, condition, authenticity and quality of the Vehicle. Please do not rely solely on the title summary or any photographs of the Vehicle. Please read the substantive information provided. If necessary, please attend any advised physical inspections, to assess the suitability of a Vehicle for you before bidding, offering or buying. You acknowledge that it is your responsibility to arrange an inspection of a Vehicle you intend to bid, offer on, or buy, and please also check the Vehicle at the point of collection.
- 8.2 **All Bids, Offers and Sales are Binding.** When an Online Auction Listing or Verified Listing in which you have participated expires and you are the Highest Bidder or offered the Accepted Offer, we will notify you of this by email, including the amount of the agreed sale price (the "**Sale Price**"). Non-receipt of a Highest Bidder/Accepted Offer (or any other) email from us will not release you from your obligation to complete the purchase of the Vehicle. As a buyer, you hereby agree to buy any Vehicle won at an Online Auction Listing at your bid price, or any Vehicle won in the Verified Listing process at your Accepted Offer price. Your bid is a legally binding obligation on you if you win. Your offer is a legally binding obligation on you if it is accepted by the seller. You must pay the seller the winning bid/Accepted Offer price and any applicable additional fees and charges, in the currency of the Online Auction Listing or Verified Listing. You must not bid or make an offer on several items if you only want one. You agree that if you win a bid or are the winning offeror of more than one Online Auction Listing or Verified Listing, you need to purchase all the Vehicles you've won, even if they're the same or similar. Free listings on the website do not constitute a legally binding sales offer for concluding a sales contract. Instead, they are a non-binding invitation to make an offer.
- 8.3 **Sales Below Reserve Price/Asking Price.** C&C shall be entitled to accept bids and sell a Vehicle offered by the seller at up to 5% (five per cent.) less than the Reserve in an Online Auction Listing, or 5% (five per cent.) less than the Asking Price in a Verified Listing, provided that the Sale Price for the purpose of calculating the funds due to the seller, in such circumstances shall be deemed to be the Reserve.
- 8.4 **Private Treaty Sales.** If you make a bid for or offer on a Vehicle, C&C may contact you as the bidder or offeror (hereafter referred to together, as the "**interested parties**"), in order to negotiate or further discuss your bid/offer and your increasing your bid/offer. C&C may contact the interested party before, during or after an Online Auction Listing or Verified Listing period ends (a "**private treaty sale**"). Any other

bid(s) or offer(s) for the Vehicle may be made concurrently by other interested parties during the Online Auction Listing or Verified Listing period and C&C may negotiate each bid or offer individually. C&C is not bound to negotiate exclusively with any one interested party at any one time. If C&C contacts a bidder or interested party, any negotiations or discussions undertaken will be on instruction by the seller. Please note however that the seller ultimately determines the Highest Bidder/Accepted Offer. Interested parties agree that when they confirm their final bid/offer in these private treaty sale negotiations, it will be accepted as a valid bid/offer, and they will enter into a legally binding contract with the seller on acceptance of your bid or offer.

- 8.5 **Post-Auction Sales.** In particular, if an Online Auction Listing closes with no bid or a buyer fails to make payment, C&C may (at our absolute discretion) attempt to contact people who enquired about the Vehicle prior to or during the Online Auction Listing period, and secure a private treaty sale on the seller's behalf. Sellers authorise C&C to sell the Vehicle by private treaty sale following an unsuccessful sale by Online Auction Listing, or by any other means using the website (for example, we may agree to re-list the Vehicle as a Verified Listing on the website).

9. No Sales Outside of the Website

You cannot at any time share contact information, including email addresses and telephone numbers, prior to completing a transaction on the website. If we believe you are violating the terms of this paragraph by engaging in any action with a user on the site designed to complete or facilitate a transaction outside of the website, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees for the introduction of seller to buyer, and recovery of expenses for policy monitoring and enforcement. If you are a seller, you are liable for fees arising out of all sales made using some or all Services, even if sales terms are finalised or payment is made outside of C&C's website.

10. Fees

- 10.1 **Transaction and Other Fees.** You acknowledge and agree that C&C will charge a transaction fee based on the Sale Price of each Vehicle sold using the Online Auction Listing and/or Verified Listings formats. Our fees are different depending on the item being sold: (i) when a vehicle is sold by Online Auction Listing or via a Verified Listing, we charge a fee of 5% (five per cent.) of the Sale Price (min. £100/EUR 125 for Verified Listing and min. £500/EUR 600 for Online Auction Listing, no max.); or (ii) when parts, accessories, automobilia and any other vehicle related item is sold by Online Auction Listing or via a Verified Listing, we charge a fee of 10% (ten per cent.) of the Sale Price (min. £100/EUR 125, no max.) in each case the "**transaction fee**". Free Listings on the website do not constitute a legally binding sales offer for concluding a sales contract. Where a sale has been agreed as a result of a Free Listing, it is for the buyer and seller to agree on the Sale Price and a suitable payment method. No fee is charged by C&C for selling through our Free Listings format, unless additional services are agreed and provided.

- 10.2 **Non-Refundable Fees.** Transaction fees (and any fee for additional services and upgrades) apply to each Online Auction Listing and Verified Listing a seller creates; are charged at the time of listing or relisting, as applicable; and are **non-refundable**. A seller's legal rights as a consumer are not affected. Fee amounts are based on the terms in effect when the listing goes live and if/when it renews. The fees for our Services will be charged in Great British Pounds (£) (GBP), and Euros (€), and are exclusive of Value Added Tax (if applicable). We may change our fees, or introduce

new fees from time to time by posting the changes on the website. You may close your account without penalty within 30 (thirty) calendar days of such notice being given. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the website.

- 10.3 **Taxes.** All taxes or surcharges imposed on fees payable by sellers to C&C or our affiliates will be the seller's responsibility. To the fullest extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide (if applicable) a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest.

11. Seller Withdrawal Fee

Sellers benefit from additional services in association with the Online Auction Listings and Verified Listing sales of Vehicles on this website (including but not limited to photography and curation services), and as such agree to pay all fees due for services completed. The cost of the additional services will be deducted from amounts otherwise due to the seller when available. Otherwise, service fees will be charged at a minimum fee of £500 exclusive of VAT (or EUR 600, if Vehicle listed in Euros) and invoiced directly to the seller, if the seller withdraws their Vehicle from an agreed sale, or they fail to complete the sale of the Vehicle within the timeframe agreed with the buyer for any reason other than the default of the buyer. If a Vehicle does not sell, fees for any additional services and upgrades used will not be payable.

12. Payment Processing

- 12.1 **Payment Terms.** Once a sale contract is created between the seller and buyer, invoices will be emailed to the buyer, on behalf of the seller. Unless, otherwise agreed by the seller in writing, buyers shall pay the invoiced amount for the Vehicle on or before the due date stated on the C&C invoice issued to the buyer (or where no date is provided) 4 (four) business days from auction close (in the Online Auctions Listing process) or from offer acceptance (in the Verified Listings process). Time will be of the essence for these purposes. The Sale Price, invoiced may include the our deposit, transaction fee, and any other fees and charges specified in the listing, including but not limited to tax, delivery, or payment surcharge fees and administration fees, which are deducted as commission from the Sale Price.

- 12.2 **Deposits.** We may require that you deposit a portion of any bid or offer that you place. If a transaction in which you are the Highest Bidder or have made the Accepted Offer does not complete and the seller withdraws their Vehicle from an agreed sale, or the seller fails to complete the sale of the Vehicle within the timeframe agreed with the buyer for any reason other than the default of the buyer, your deposit will be refunded to you. If you are the Highest Bidder or made the Accepted Offer and the sale completes, your deposit will be used to offset the appropriate portion of the Sale Price. Immediate payment may be taken from your credit or debit card by C&C for the deposit. Buyer's authorise C&C to automatically deduct our deposit from a buyer's chosen payment method in accordance with these Terms and Conditions. C&C will notify you of any deposits taken. Buyer's are required to provide a valid payment method when buying on the website. It is a buyer's responsibility to ensure there are sufficient funds available on their payment card. If any payment is declined, their sale contract may be cancelled by the seller.

- 12.3 **Escrow Payments.** C&C also has an escrow payments service, where our third-party escrow provider, MangoPay, manages payments on behalf of sellers in

Online Auction Listings or Verified Listings. The use of escrow payments is a prerequisite for using the website as a buyer in an Online Auction Listing or Verified Listings format, or otherwise where escrow payments are available in our Services the C&C Services. As a buyer, you agree to use MangoPay to transact all Online Auction Listing or Verified Listings sales. You will be providing credit or debit card information directly to MangoPay. By registering to make payment using MangoPay then, you, confirm that you accept and agree to be bound by [MangoPay's terms](#) and acknowledge that they constitute a legally binding contract between MangoPay and you. Sellers authorise MangoPay to collect the Sale Price on the seller's behalf. MangoPay will hold the funds in their escrow account (subject to their terms) and will release the funds to the seller once the Vehicle is collected, and delivery/collection confirmation has been given by both the seller and the buyer. If a buyer does not confirm delivery/collection, C&C shall be permitted to deem such a confirmation to have been given by a buyer 2 (two) business days following the date on which the seller gave their confirmation, unless the buyer, having been given reasonable opportunity to do so, reasonably establishes to the satisfaction of C&C that delivery/collection has not occurred.

- 12.4 **Failure to pay into escrow.** If you do not make payment in full into the escrow account within the 4 (four) business days, or within the timeframe agreed with the seller, buyers may lose the right to purchase the Vehicle and the deposit paid and fees payable to C&C will not be refundable. Cleared funds must be received into our escrow account before the seller will make the Vehicle available for delivery/collection. Sellers hereby grant C&C the right, in its own name, to enforce the seller's right to payment. Sellers agree that no monies shall be payable to them until paid by the buyer. Sellers acknowledge that buyers may fail to perform or pay on a timely basis and that C&C shall not have any liability to sellers for any act or omission of buyers.
- 12.5 **Payment Processing Errors.** We reserve the right to fix any payment processing errors we discover. If payments or amounts owed to C&C are not processed for any reason, the buyer (and/or seller) is still required to pay C&C for all unpaid amounts and C&C reserves the right to seek payment through other means plus any additional costs incurred by C&C in seeking payment.

13. Remedies for Non-Payment or Buyer Default/Cancellation

If (a) C&C or our payment provider, Stripe, are unable to take the deposit payable from your credit or debit card, (b) you terminate (or otherwise cancel) the contract of sale between you and the seller (and you, in our absolute discretion, are found at fault), or (c) if you refuse to pay or otherwise fail to complete the purchase of a vehicle using our escrow service for any reason (for example, if your payment method is declined/dishonoured by either your financial institution, credit provider or our escrow payments provider due to insufficient funds being available at the time of processing the payment, invalid account details, credit card cancellation, blocks placed on your account, you fail to collect the Vehicle or for any other reason), then C&C will endeavour to contact you and will attempt to complete/process that payment again. You must, within 24 (twenty-four) hours of being notified of the failed payment, make payment of the outstanding amount in immediately available funds during normal banking hours to such a bank account as we shall specify. We may, in our discretion and acting reasonably: (a) assist the seller to attempt to resell the Vehicle in any manner and on such conditions as we see fit (for example, to an underbidder or to a person who enquired about the Vehicle prior to or during the Online Auction Listing or Verified Listing period); (b) retain collection agencies who may report information about your account to credit bureaus, and as a result late

payments and other defaults on your account may be reflected in your credit report; (c) bring court action against you for any outstanding amounts you owe us, including any transaction fee and all reasonable costs incurred by us as a result; (d) charge interest on any monies due at the greater of (i) 5% (five per cent.) per annum, and (ii) 5% (five per cent.) per annum above the base lending rate of the Bank of England from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment; and/or (e) in our discretion and acting reasonably, retain your deposit or charge you a cancellation or default fee of at least 5% of the Sale Price (min. £100/EUR 125, no max.) to cover the actual and reasonable costs we incur because of your failure to complete the purchase; and these costs may include but are not limited to the cost of resale of the Vehicle, any lost commission and the transaction fee (if any), administration costs, and any other reasonable costs; and you authorise us to deduct from your payment account any amount owing to us under this subclause. Buyers hereby acknowledge and agree that the deposit and/or buyer cancellation fee represents a reasonable pre-estimate of the damage and loss arising from the buyer's non-payment of the Sale Price, or failure/refusal to collect the Vehicle. If the sum of the deposit and/or buyer cancellation fee is successfully charged in accordance with clause, the seller shall only be entitled to sue for the net Sale Price rather than Sale Price, although nothing in this clause is intended to limit the other sums which may be due to the seller under the sale contract.

14. Collection and Delivery

14.1 **Collection.** Cleared funds must be received into the escrow account before Vehicles purchased in an Online Auction Listing or a Verified Listing, will be released for delivery or collection. The buyer shall be responsible for organising the logistics of collection of the Vehicle from the seller. The parties agree to allow C&C to share their contact details for such purposes. The collection/delivery shall be entirely at the buyer's expense. Each of the seller and buyer agree to give C&C written notice of successful delivery/collection of the Vehicle.

14.2 **Title and risk.** Title to and risk in the Vehicle shall pass from the seller to the buyer as follows: (a) if the buyer is a consumer, at the time the buyer or their agent (including a transport contractor) comes into physical possession of the Vehicle; or (b) in all other circumstances, at the point in time the escrow agent receives the agreed sale price in cleared funds from the buyer. Seller's agree to store the Vehicle in a safe location and ensure the Vehicle is kept in the same condition as advertised on the website, until title to and risk in the Vehicle passes to the buyer the seller.

14.3 **Remedies for failure to collect.**

- (a) *Right to place into secured storage.* Subject to any rights the seller may have under these Terms and Conditions and in law, and unless otherwise agreed in writing with the seller and notified to C&C, if the buyer does not collect the Vehicle within 14 (fourteen) calendar days of payment into the designated escrow account, the seller may charge a storage charge. The seller, acting reasonably, shall be permitted to transfer the Vehicle to a third party secure storage facility and to re-charge to the buyer the seller's reasonable and actually-incurred costs. The seller shall give the buyer reasonable notice of its intention to exercise its rights under this clause and shall keep the buyer informed of any action taken so that the buyer can adjust its collection plans. For the purposes of this clause, the seller may confirm delivery/collection once the Vehicle has been transferred to the third party storage facility and C&C shall be permitted to deem that

delivery/collection has taken place, unless the buyer reasonably establishes to the satisfaction of C&C that it has been prevented from collecting the Vehicle or provides other reasonable explanation for why delivery/collection has not yet taken place.

- (b) *Right to place in resell.* Subject to any applicable legislation governing the disposal of uncollected Vehicle, if the buyer does not collect or take delivery of a Vehicle within the 14 (fourteen) calendar days' time limit, and after 7 (seven) calendar days' notice to the buyer, we may also sell the Vehicle on terms we consider reasonable and refund the proceeds of the sale to you, less the transaction fee, insurance costs, and any applicable storage charge of no more than £100 per week; and where the Vehicle was purchased for less than £500 (or EUR 600, if Vehicle listed in Euros), we may sell or otherwise dispose of the Vehicle, without refund to you. You acknowledge that C&C has no liability to you for damage to Vehicles purchased and collected directly from the seller whilst they are in the care, custody or control of the seller. The seller remains liable for all risks in the Vehicle until collection takes place.

14.4 Remedies for failure to deliver. If the seller purports to terminate the sale contract after a sale contract has been concluded or fails to use its reasonable endeavours to facilitate delivery of the Vehicle to the buyer, the buyer shall be entitled to exercise one or more of the following rights against the seller: (a) to terminate the sale contract on reasonable notice; (b) to take legal proceedings against the seller for damages for breach of contract; (c) to take legal proceedings against the seller for specific performance of the obligations of the seller under the sale contract; and/or (d) to be paid (by the seller, not by C&C) interest on any monies from the buyer held by MangoPay (as escrow agents) at the annual rate of 5% per annum above the base lending rate of the Bank of England from time to time to be calculated on a daily basis from the date upon which such monies were paid into escrow until the date of release to the buyer. If the buyer has made payment of the Sale Price, to the escrow account in cleared funds on or before the 4th (fourth) business day following the auction close or the offer being accepted, and is then unable to make contact with seller to facilitate the buyer taking delivery of the Vehicle and the buyer can reasonably evidence to the satisfaction of C&C that the buyer has been unable to do so during the period of 21 (twenty-one) calendar days following the auction close in an Online Auctions Listing or acceptance of the Verified Listing offer, then buyer shall be entitled to (i) terminate the sale contract with immediate effect, and (ii) the return of the Sale Price from the escrow agent. Subject to these Terms and Conditions, if the seller fails to deliver the Vehicle within the timeframe agreed with the buyer, service fees will be payable and the seller will be invoiced directly by C&C, at a minimum fee of £500 exclusive of VAT (or EUR 600, if Vehicle listed in Euros).

14.5 Export licence. The buyer is responsible for determining whether or not an export licence is required to export a Vehicle from the country of listing and for obtaining and paying costs of any licences necessary to export any Vehicle from the country of listing and/or import it into any other country, and for payment of any import duty that may be levied by the country of import. Neither the seller nor C&C gives or makes any warranty or representation of any kind with regards to whether or not any Vehicle can be exported or imported or the issuance of an export or import licence and/or permit for any Vehicle.

15. Returns, Refunds and Cancellations

- 15.1 **Cancelling C&C Services.** The buyer has the right to cancel the C&C Services and these Terms and Conditions after fourteen 14 (fourteen) calendar days of the conclusion of the contract. Conclusion of the contract occurs when you first register an account, agree to these Terms and Conditions or begin using the website, whichever occurs first. To exercise the right to cancel, you must inform us of your decision to cancel these Terms and Conditions by a clear statement (e.g., a letter sent by post or by email at support@carandclassic.com) within 14 (fourteen) calendar days of the conclusion of the Terms and Conditions. Exceptions to the right of cancellation apply.
- 15.2 **Returning the Vehicle and Refunds by the Seller.** C&C is not the seller of any Vehicle sold on the website. Accordingly, Vehicles bought on this website may not be returned to C&C directly for any reason (but particularly if you change your mind). You (as buyer) have rights against the seller and must submit all return requests for Vehicles purchased on C&C, directly to the seller. The seller has the right to accept or decline the request. If you wish to return a Vehicle, and are unable to contact the seller, please contact our customer service team by email at support@carandclassic.com or call 0333 090 0599 before or within 14 (fourteen) calendar days of collecting the vehicle. You should provide full details of your purchase and the reason for returning the Vehicle. For Vehicles purchased in our Online Auction Listing or Verified Listing format, if the transaction was processed via escrow payments, the funds are being held in the escrow account on the seller's behalf, and the seller, in our absolute discretion, is found at fault (for example, because they remain uncontactable), we may refund the buyer on the seller's behalf. The seller authorises any such repayment. Buyers authorise C&C to automatically deduct our deposit, transaction fee, and any other fees and charges specified in the listing, from the amounts refunded. In the event that the funds held on the seller's behalf are insufficient for refunding the buyer, the seller is obliged to reimburse C&C in full, and in a timely manner, for an amount equivalent to the sum we paid to the buyer. The seller authorises us to recoup these amounts from the seller on our behalf.
- 15.3 **Returns and Refunds in Trade Sales Only.** Pursuant to the European Union ("EU") Consumer Contracts Regulations, a buyer in the EU who is a consumer and purchases a Vehicle in an Online Auction Listing or Verified Listing has a right to cancel such sale contract within 14 (fourteen) calendar days after they or a person they authorise (other than the carrier) take physical possession of the Vehicle, for any reason and without incurring liability for doing so. The exact terms of the right to cancel, will be set out by the seller. To exercise this cancellation right, the EU Buyer must inform the seller through a clear statement (i.e., a letter sent by post or e-mail). An EU Buyer that exercises this cancellation right must return the Vehicle, and the seller will refund the EU Buyer for payments already made for the purchase. If the buyer exercises the right, it will bring the sale contract with the seller to an end. It does not automatically mean that the buyer can pull out of its agreement with C&C. This cancellation right is not applicable to EU Buyers who purchase from non-trade sellers using our Services.

16. International Selling and Buying

- 16.1 **International Listings.** For sellers, you agree that we may display your listing for sale on one or more of C&C's international sites in addition to carandclassic.com. You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our websites.

- 16.2 **Translations.** You authorise us to use automated tools to translate your C&C content and website communications, in whole or in part, into local languages where such translation solutions are available. The accuracy or availability of any translation is not guaranteed. If we provide a translation of the English language version of this Terms and Conditions, the English language version of the Terms and Conditions will take precedence if there is any conflict.

17. Your Content

You may post comments and other content; send communications on; and submit listing questions or other information to the website, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain viruses, mass mailings or any form of "spam". If you provide descriptions for listings, approve listings, post comments, questions or answers, or other content generated by you for display on the website (including any images, video or audio, all together "**content**", you represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You retain all of your ownership rights in your content, but you grant C&C (a) a non-exclusive, perpetual, irrevocable, royalty-free licence to use, reproduce, publish, make available, translate and modify such content throughout the world (including the right to sublicense these rights to third parties through multiple tiers) and (b) the right to use the name that you submit in connection with such content. We may in particular use your content, including any photographs you upload, for marketing and promotional purposes. This includes displaying it to other C&C users as part of the browsing experience on C&C. To the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees. You agree to indemnify C&C for all claims brought by a third party against C&C arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content (Notice Form) arising out of or on the grounds of, or originating from the content that you have communicated to us. By deleting content from public view, you withdraw your licence for C&C to publish and make available that content publicly.

18. Our Proprietary Rights

- 18.1 **C&C's Intellectual Property.** C&C and its licensors reserve all rights in any intellectual property in connection with these Terms and Conditions. This means, for example, that we and they remain owners of them and free to use them as we and they see fit. Intellectual property rights in this context include but are not limited to any content owned by us, our licensors or both (as applicable). Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Nothing in these Terms and Conditions grant you any legal rights in the website other than as necessary to enable you to access the website.
- 18.2 **C&C's Trademarks.** The name "Car & Classic" and other C&C marks, logos, designs and phrases that we use in connection with our Services are trademarks,

service marks, or trade dress of C&C in the UK, Europe, the USA and other regions/countries. They may not be used unless expressly authorised by C&C in writing. You agree not to adjust to try to circumvent or delete any trademark or other intellectual property notices contained on the website and in particular in any digital rights or other security technology embedded or contained within the website.

- 18.3 **Intellectual Property Complaints.** If you believe that any content on or item listed for sale on any Service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on any Service, please notify our Customer Support team on support@carandclassic.com. We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the website constitutes a violation of their intellectual property rights, or of their right to privacy.

19. Changes to Services; Changes to these Conditions

- 19.1 **Our Rights.** In our sole discretion and without limiting other remedies, we may limit suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel bids, remove or demote or otherwise restrict the visibility of listings, delay or remove hosted content, remove any special status associated with the account(s), subject you to the application of fees and recovery of our expenses for introducing a buyer (even if the Vehicle does not sell), reduce or eliminate any discounts, and take technical and legal steps to keep you from using our Services (without refunding any or all applicable fees). We will promptly notify you of any such changes or suspension via email, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. In the event of termination of your Services, or your contract with C&C, in addition to any other remedies available to C&C, you shall pay C&C (i) our fees, as applicable, and (ii) any costs incurred by C&C. The following sections survive any termination of these Terms and Conditions: Fees, Seller's Withdrawal Fee, Payment Processing, Remedies for Non-Payment or Buyer Cancellation, Proprietary Rights, Liability, Data Protection and Privacy, Legal Disputes, Applicable Law, and Final Provisions.

- 19.2 **Your Rights.** You may cancel these Terms and Conditions. To exercise your right to cancel this Terms and Conditions, you must inform us of your decision to cancel by a clear statement (e.g., a letter sent by post or by email at support@carandclassic.com) within 14 (fourteen) calendar days of the conclusion of the Terms and Conditions. **Please note:** this paragraph does not apply to the underlying contract of sale and purchase between buyer and seller. C&C is not a party to any transaction between buyers and sellers.

20. Mobile Terms

C&C grants you the right to use its mobile application (the “**C&C Mobile App**”) only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the C&C Mobile App (e.g., your wireless data service agreement, or agreement governing in-app features provided by third parties). The C&C Mobile App may not contain the same functionality available on the www.carandclassic.com website. This Terms and Conditions is between you and C&C, and not with your device manufacturer (for example, Apple or Microsoft), nor (if applicable) your wireless carrier. You bear the risk of using the C&C Mobile App. You may have additional consumer rights under your local laws which these Terms and Conditions cannot change.

21. “AS IS” and Other Disclaimers

We try to keep this website and our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. While we try to make sure that the website is accurate, up-to-date and free from bugs, we cannot promise that it will be. We cannot promise that the website will be fit or suitable for any purpose nor do we promise the uninterrupted use by you of the website. We do not act as agent of the seller and we do not offer for sale, sell, buy or exchange any Vehicles. We do not hold the title of any Vehicles, inspect any Vehicles, or have any Vehicles in our legal possession. C&C cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our website. Any reliance that you may place on the information on the website is at your own risk. You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the fullest extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.

22. Liability

- 22.1 **Indemnity.** You shall hold C&C and its staff and/or appointees harmless from all third-party claims in the event that a claim is asserted on account of purported or actual legal infringements and/or infringement of third-party rights in connection with use of the website or Services of C&C by the user. You shall undertake to reimburse C&C all costs arising from a third-party claim. Reimbursable costs shall also include the costs of appropriate litigation and legal defence, which C&C would incur to defend itself from third-party claims. In this case C&C shall notify the affected user without delay of the legal defence measures to be taken.
- 22.2 **Limitation of Liability.** C&C and its affiliates will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed. The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights. Nothing in these Terms and Conditions shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law. If we are found to be liable, our liability to you or to any third party is limited to the amount of fees in dispute (not to exceed the total fees which you paid to us in the 6 (six) months prior to the action giving rise to the liability). We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause, event or circumstance which is beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, epidemic, pandemic, explosion or accident. Subject to any rights you may have under any law, if a Vehicle is sold with an accompanying manufacturer's warranty, we take no responsibility for the content, fulfilment or enforcement of that manufacturer's warranty. It is your responsibility to contact the relevant manufacturer in relation to

the warranty. Any rights that you may have in respect of the manufacturer's warranty is against the manufacturer and not us.

23. Data Protection and Privacy

- 23.1 **Information We Collect.** As part of the Services, C&C has access to various information about users, including personal data. This includes information that users submit to C&C as part of the Services (such as contact information or Vehicle descriptions) as well as information that is generated by the provision and processing of the Services (such as sales analysis or communication).
- 23.2 **How We Use Your Information.** Unless otherwise agreed by C&C in writing, we act as an independent controller of any customer personal data collected via our Services, to the extent the processing of your personal data is required by us to operate, provide, and improve our Services. We may also contact you by email, telephone or text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. We may also make available data derived from your use of the website or arising from the sale of your Vehicles and consisting of data relating to Vehicles sold, prices, sales, volumes and time of the transaction, which we will use solely for the purpose of supporting our business at C&C. Any personal information that you provide to us will be dealt with in line with our privacy policy. Our privacy policy can be found [here](#).
- 23.3 **Information We Share.** C&C only shares information about users with third parties if this is necessary for the provision of the Services or if C&C is legally or contractually entitled to do so. Payment information you supply directly to Stripe and/or ManagoPay is not within our control and is subject to [Stripe's Privacy Policy](#) or [MangoPay's Privacy Policy](#) and [Stripe's](#) and [MangoPay's](#) own terms and conditions available on their website. When you bid, commit to buying or make an offer to buy a Vehicle on the website, you also agree that we may share your contact information with sellers. Accordingly, sellers may contact you about that Vehicle.
- 23.4 **Seller's Obligations.** If, as a seller, C&C provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose or distribute a user's information to a third party for purposes unrelated to our Services. Additionally, you may only send marketing communications to users who have consented to receive them in accordance with applicable laws, and only using our Services. As a seller, you are an independent controller of the personal data of other users (including contact information) that you process to complete a sale through this website, provide associated services to bidders and buyers, or comply with applicable law, and you shall only process bidder and buyer personal data in relation with these Terms and Agreements. As controller, you must: (a) comply with your obligations under applicable data protection law; (b) keep all personal data confidential at all times; (c) implement and maintain physical, technical and organisational measures to protect customer personal data against any personal data breach which are commensurate with the nature of personal data; (d) notify C&C without undue delay after becoming aware of a personal data breach and take appropriate measures to address the personal data breach, including the remediation efforts necessary to rectify and prevent a recurrence of the breach; (e) provide us prompt assistance as we may reasonably request to meet our obligations under applicable data protection law; and (f) be responsible for providing notice to data subjects in respect of the customer personal data (where required under applicable data protection law) and responding to data subject requests in accordance with applicable data protection law.

24. Legal Disputes

Any dispute with respect to the sale of any Vehicle shall be resolved between the buyer and seller and without the participation of C&C. If a dispute arises between you and C&C, we strongly encourage you to contact us directly to seek a resolution by writing to Customer Support at support@carandclassic.com. C&C Customer Support is available free of charge for every user to submit complaints and other inquiries.

25. Applicable Law

Any claim, dispute or matter arising under or in connection with these Terms and Conditions shall be governed and construed in all respects by the laws of England and Wales. You and C&C both agree to submit to the exclusive jurisdiction of the English courts.

26. Final Provisions

- 26.1 **Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms and Conditions.
- 26.2 **Notices.** We shall send notices to you by email to the email address you provide to C&C during the registration process. Notice to you shall be deemed given 24 (twenty-four) hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party 3 (three) calendar days after the date of mailing. All communications and notices made or given pursuant to this Terms and Conditions must be in the English language. When you use any Service or send emails to us, you are communicating with us electronically.
- 26.3 **Electronic Communications.** We will generally communicate with you electronically in a variety of ways, such as by email, text, in-app push notices or by posting e-mail messages or communications on the website or through the other Services, such as our Customer Support team. For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication. We accept no responsibility for any loss or damage incurred by you because you do not receive a notification or communication from us relating to the Service.
- 26.4 **Rights and remedies.** Except as expressly provided in these terms and conditions, rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 26.5 **No partnership.** Nothing in these terms and conditions is intended to, or shall be deemed to establish any partnership or joint venture between any of the parties. Subject to the agency relationship between seller and C&C, each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 26.6 **Further assurance.** Each party shall use all reasonable endeavours to procure that any necessary third party shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these terms and conditions.

- 26.7 **Assignment.** The buyer or seller shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms and conditions.
- 26.8 **Non-disparagement.** Bidders, buyers or sellers (their agents and employees) shall not in any communications with the press or other media, criticise, ridicule or make a statement which unreasonably disparages or is derogatory of C&C, its products, services or its employees.
- 26.9 **Third party rights.** No one other than a party to these Terms and Conditions has any right to enforce any of these Terms and Conditions.
- 26.10 **Anti-Money Laundering.** Bidders and buyers agree to provide all information and assistance reasonably requested by C&C to comply with C&C's anti-money laundering processes and to comply with any and all anti-money laundering laws and regulations in force which apply to these Terms and Conditions or to the parties.

27. Our Address

This website is owned and maintained by Car and Classic Ltd.

Our contact details are:

Car and Classic Ltd, International House, 36-38 Cornhill, London, EC3V 3NG

Registered in England & Wales

Company No. 05599884

UK VAT Number: GB927711220

