

Car & Classic Terms and Conditions

Effective 4 October 2023.

Welcome to CarAndClassic.com.

Please read these Terms and Conditions carefully.

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1. Introduction

- 1.1. By accessing and using the website, Carandclassic.com (the '**Site**'), our services, mobile applications and tools (collectively our '**Services**'), you agree to comply with these Terms and Conditions, the Car and Classic [Privacy Policy](#) and all policies posted on the Site. All policies are incorporated into these Terms and Conditions.
- 1.2. If you do not agree with or accept any of these Terms and Conditions, you should stop using the Site immediately.
- 1.3. For information regarding the processing of personal data, please see our [Privacy Policy](#).

2. About the Site

- 2.1. **Who we are.** This Site is a website owned, operated and maintained by Car and Classic Limited ("**Car & Classic**", "**C&C**", "**we**" and "**us**"). Our contact details are:
 - 2.1.1. Car and Classic Ltd, International House, 36-38 Cornhill, London, EC3V 3NG
 - 2.1.2. Registered in England & Wales
 - 2.1.3. Company No. 05599884
 - 2.1.4. UK VAT Number: GB927711220
- 2.2. **What we do.** The Site is a marketplace that allows you to browse, buy, bid on, list, market, offer for sale, and sell Vehicles.
- 2.3. **What we do not do.**
 - 2.3.1. C&C does not have possession of any Vehicle listed or sold through the Site and is not party to or in any way involved in the actual transaction between buyers and sellers.
 - 2.3.2. C&C is not the seller's agent. 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.
 - 2.3.3. 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.
- 2.4. **Changes to this Site.** We may update and change our Site from time to time.
- 2.5. **Changes to our Terms and Conditions.**

- 2.5.1. We amend these Terms and Conditions from time to time by posting an updated version of it on the Site. The updated version will become effective on being posted on the Site. Every time you wish to use our Site, please check these Terms and Conditions to ensure you understand the terms that apply at that time. Your continued use of our Services following any amendments to the Terms and Conditions will constitute your acceptance of the Terms and Conditions as amended.
- 2.5.2. If you have any questions regarding these Terms and Conditions, please contact our customer service team at support@carandclassic.com.

3. Terms of Site Use

3.1. Your obligation to maintain the integrity of the Site:

- 3.1.1. **You must not** interfere or attempt to interfere with the proper working of the Sites, the Service or any sale of a Vehicle being conducted on or through the Site(s) (including not manipulating the price of any Vehicle or interfering with any other user's listings);
- 3.1.2. **You must not** post false, inaccurate, misleading, defamatory, or libellous content or use the Site for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- 3.1.3. **You must not** use the Site in any way that would cause annoyance, inconvenience or anxiety to any other user (including not distributing or posting spam or unsolicited or bulk electronic communications);
- 3.1.4. **You must 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 the Site;
- 3.1.5. **You must not** engage in aggressive, intimidating or harassing conduct in connection with our Site or use of our Services;
- 3.1.6. **You must not** distribute viruses or any other technologies that may harm C&C, or the interests or property of C&C's users;
- 3.1.7. **You must not** use any robot, spider, scraper or other automated means to access our Services for any purpose. Any collection and use of any Vehicle listings, descriptions, or prices, is strictly prohibited;
- 3.1.8. **You must not** bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure. Any use of data mining, robots, or similar data gathering and extraction tools, are strictly prohibited;

- 3.1.9. **You must not** infringe the copyright, trademark, patent, moral, database or other intellectual property rights (collectively, "**Intellectual Property Rights**") that belong to or are licensed to C&C. Some, but not all, actions that may be infringement are reproducing, performing, displaying, downloading, distributing, copying, reverse engineering, duplicating, decompiling, disassembling, or preparing derivative works from content that belongs to C&C or someone else;
 - 3.1.10. **You must not** sell any counterfeit vehicles or otherwise infringe any Intellectual Property Rights that belongs to third parties or post content that does not belongs to you;
 - 3.1.11. **You must not** attempt to circumvent the cancellation of your account by us by opening a new account appearing to be a new user of the Site ("phoenixing");
 - 3.1.12. **You must not** circumvent any technical measures we use to provide the Services; and
 - 3.1.13. **You must not** breach or circumvent any laws, third-party rights or our systems or policies.
- 3.2. **Your eligibility to use the Site.** 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). You must not use our Services if you are not able to form legally binding contracts:
- 3.2.1. 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).
 - 3.2.2. 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.
 - 3.2.3. If you are a seller listing on the Site, you represent and warrant that you are the legal owner of the Vehicle, are free to sell the Vehicle listed on the Site 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 the Vehicle is subject to finance the amount outstanding must be confirmed prior to listing.
 - 3.2.4. If you create or use an account as a Trade Seller, you must comply with all applicable laws relating to online trading.
- 3.3. **Registering an account with us.** 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:
- 3.3.1. To make sure all transactions go smoothly, you're required to provide up-to-date and accurate contact information, including name, address, and phone number.

- 3.3.2. 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.
- 3.3.3. 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.

3.4. Keeping your account secure. All user accounts are strictly personal:

- 3.4.1. You must not disclose your user name and password to anyone.
- 3.4.2. 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.
- 3.4.3. 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.
- 3.4.4. 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.

3.5. Verifying your account. We may instruct a third party, MangoPay, to verify your name and address before you can use the Site:

- 3.5.1. MangoPay reserves the right to carry out checks for the purposes of confirming your identity and the prevention of financial crime.
- 3.5.2. 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 Site.

3.6. Closing your account. You may not close your account while you are the highest bidder on an Auction Listing or have made an offer in a Make an Offer 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.) We will only close your account if:

- 3.6.1. any Auction Listing in which you have bid has closed;
- 3.6.2. any Make an Offer Listing in which you made an offer has closed; and
- 3.6.3. we have received, in cleared funds, all amounts you owe us.

3.7. Cancelling C&C's Services.

- 3.7.1. You agree that we will commence supplying our Services to you as soon as you accept these Terms and Conditions.

- 3.7.2. You have the right to terminate your contract with C&C within fourteen 14 (fourteen) calendar days of the conclusion of the contract. Conclusion of the contract between you and C&C occurs when you first register an account, agree to these Terms and Conditions or begin using the Site, whichever occurs first. This clause 3.7 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.
- 3.7.3. To exercise the right to terminate your contract, you must inform us of your decision 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 your contract with C&C.
- 3.7.4. The following sections survive any termination of these Terms and Conditions: Fees and Payments, Our Liability to You, Content on the Site, Your Privacy and Personal Information and General Provisions.

4. If You Abuse the Site

4.1. **Our rights as marketplace providers.** In our sole discretion and without limiting other remedies, we reserve the right to:

- 4.1.1. limit, suspend, or terminate your user account(s) and access to our Services (without notice),
- 4.1.2. restrict or prohibit access to, and your activities on, our Services,
- 4.1.3. cancel bids,
- 4.1.4. remove or demote or otherwise restrict the visibility of listings,
- 4.1.5. remove or edit any hosted content that breaches or circumvents any applicable laws, applicable contractual provisions, guidelines, policies or these Terms and Conditions,
- 4.1.6. remove any special status associated with your account(s),
- 4.1.7. subject you to the application of fees and recovery of our expenses for introducing a buyer (even if the Vehicle does not sell),
- 4.1.8. invoice you for costs incurred by C&C,
- 4.1.9. 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),
- 4.1.10. refuse any Services or terminate your account if your behaviour gives justified reason to do so,

if, acting reasonably:

- 4.1.11. we think that you are creating problems or possible legal liabilities for us, our users, suppliers or other third parties;
- 4.1.12. we think that such restrictions will improve the security of the C&C community or reduce our or another C&C user's exposure to financial liabilities;

- 4.1.13. we think that you are infringing the rights of third parties;
- 4.1.14. we think that you are acting inconsistently with the letter or spirit of these Terms and Conditions or our policies, or you abuse our employees or users;
- 4.1.15. despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- 4.1.16. you fail to make, or it is evident that you are unable to make full payment of any fees due for our Services by your payment due date.

5. Listing Conditions

- 5.1. **Registering your Vehicle.** To list a Vehicle for an Auction Listing or in a Make an Offer Listing, you must first register the Vehicle with us. C&C will consider the proposed Vehicle and confirm with you if the Vehicle is accepted for listing on the Site. When registering a Vehicle:
 - 5.1.1. You agree to submit to C&C the Vehicle information, including proof of ownership and finance of the Vehicle, history and a confirmation that there are no charges or other encumbrances over the Vehicle.
 - 5.1.2. You confirm and agree that your Vehicle is free of any charges or encumbrances and that you will transfer legal ownership to the buyer.
- 5.2. **Describing your Vehicle.** It's important to make sure that you provide complete and accurate details of the Vehicle you are listing. You agree that:
 - 5.2.1. You will ensure that the description of the Auction Listing and/or Make an Offer Listing is fair, honest and not misleading. It is your responsibility as an advertiser to make sure that you comply with these principles enforced by the Advertising Standards Authority and found in the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the CAP Code). It is recommended that before you create any listings you read through the CAP Code to help you understand what you must and must not do when creating your listings;
 - 5.2.2. You will specify the condition of the Vehicle, declare if there is any Outstanding Finance and explain any defects or flaws on the Vehicle. When selling flawed Vehicles, we recommend you also include pictures of the flaws. C&C retain the right to ask for further information before publishing an Auction Listing and/or Make an Offer Listing;
 - 5.2.3. You will not provide content within description of the Auction Listing and/or Make an Offer Listing that you do not have the right to submit - this includes material covered by someone else's copyright or any other proprietary right (unless you have the owner's permission);

- 5.2.4. You agree that by making a listing request as part of the Auction Listings process, you instruct us to assist with drafting the description of the Vehicle. Once a listing has been confirmed for Auction Listings, we submit a draft description for you to approve. Sellers agree to promptly confirm that the draft description is a complete and accurate description of the Vehicle;
- 5.2.5. C&C may assist you in the creation of Auction Listings and/or Make an Offer Listing (including the content of such listings) but you take sole responsibility for the factual accuracy, content and legality of, and for any judgments or opinions expressed in the Auction Listings and Make an Offer 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; and
- 5.2.6. You agree that C&C is not responsible for examining or warranting the Auction Listings and/or Make an Offer Listings, and that you will not hold or attempt to hold C&C liable for inaccuracies.

5.3. **Photographing your Vehicle.** 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 a listing). You agree that:

- 5.3.1. 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.
- 5.3.2. You will use the photography content solely in your C&C listings and during the time your listings are on the Site.
- 5.3.3. The C&C photography may include copyrighted, trademarked and other proprietary materials.
- 5.3.4. You agree not to remove any copyright, proprietary or identification markings from the C&C photography .

5.4. **Pricing your Vehicle.** 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's sole discretion and should not be relied upon as an indication of the actual selling price.

5.5. **Rules for listing:**

- 5.5.1. Listings must be for Vehicles and uploaded to the appropriate category or areas on the site. Listings for inappropriate or unrelated vehicles may be deleted.
- 5.5.2. Listings may not be immediately searchable by keyword or category for up to 24 (twenty-four) hours.

- 5.5.3. The appearance or placement of listings in search and browse results may vary. It will depend on a variety of factors. For example, typically, in our 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.
- 5.5.4. The duration of our listings will also vary. 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 Auction Listing is extended all bids remain open.
- 5.5.5. C&C has the discretion to close listings before the time period specified on the Site for any reason.
- 5.5.6. Duplicate listings of an identical Vehicle at the same time from the same seller, may be removed.

5.6. Selling a Vehicle with Outstanding Finance. If you wish to sell a Vehicle with Outstanding Finance (or any security interest registered against it):

- 5.6.1. You must declare all Outstanding Finance to C&C;
- 5.6.2. You agree that C&C may reject your Vehicle for any reason;
- 5.6.3. You agree not to submit for registration, any Vehicle that is subject to a lease agreement;
- 5.6.4. You agree to provide accurate information about your finance provider and the settlement figure throughout the selling process;
- 5.6.5. You agree to offer to C&C and/or the buyer, any assistance that is reasonably requested to contact your finance provider;
- 5.6.6. You agree to pay a deposit of £600/€700 (plus VAT) to C&C, which will be refunded once your Vehicle has successfully sold. C&C however reserve the right to keep the whole or part of the deposit, to cover the actual and reasonable costs we incur;
- 5.6.7. You must ensure all amounts due are cleared in your finance provider's account and any security interest registered against your Vehicle is lifted before the relevant Vehicle is delivered and/or collected, so that good title in the Vehicle can be transferred to the buyer;
- 5.6.8. By the day the auction closes or the offer is accepted, you agree to provide C&C with a valid settlement letter from the applicable finance provider. The settlement letter:
 - 5.6.8.1. must indicate the figure outstanding on the Vehicle, which can be no more than 75% of the reserve price at any time,
 - 5.6.8.2. shall include a balloon payment, if applicable,
 - 5.6.8.3. must be valid for at least 7 days after the delivery and/or collection date;
- 5.6.9. By the delivery and/or collection date, you must provide C&C with a letter from the finance provider confirming that the security interest has been lifted and all Outstanding Finance has been paid; and

- 5.6.10. C&C and their escrow provider MangoPay, reserve their right to withhold all funds due to the seller until the seller has provided this letter and C&C has satisfied itself that the security interest has been lifted and all Outstanding Finance has been paid.

5.7. Exclusive listing policy.

- 5.7.1. Once you register your Vehicle for listing on the Site, you agree that the Site shall be the exclusive listing site for the 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 Site or (b) the date you withdraw the Vehicle from the Site as permitted by C&C in writing, even if your Vehicle has not yet been accepted for listing in the Auction Listing or Make an Offer Listing formats buy C&C, and even if you have not yet confirmed that the draft description is a complete and accurate description of the Vehicle;
- 5.7.2. If you are in breach of this paragraph, you will be charged and agree to pay all charges invoiced to you by C&C, including but not limited to the Seller Withdrawal Fee (defined below in clause 7.8);
- 5.7.3. Where there has been no winning bid following an Auction Listing, you agree to us providing a continued selling service to you and to our selling the Vehicle by private treaty sale or other alternative process, and accordingly agree to a further 14 (fourteen) calendar day extension of the exclusivity period (as necessary).
- 5.7.4. Nothing in these Terms and Conditions shall be interpreted as an obligation on us to sell your Vehicle.

- 5.8. **No Sales Outside the Site policy.** You must not engage in any action with a user on the Site designed to complete or facilitate a transaction outside of the Site. If you abuse this rule, 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 and you abuse this rule, you are liable for all fees in consideration for the introduction to a buyer for that vehicle on our Site, even if sales terms are finalised or payment is made outside of the Site.

- 5.9. **No shill bidding policy.** You agree not to bid on your own Vehicle. We call this shill bidding and it not only violates our policies, it's against the law in many places. We consider shill bidding an abuse of the Site. All rights reserved.

- 5.10. **Delivery/Collection from the Seller.** Subject to these Terms and Conditions, if you fail to offer for collection or deliver the Vehicle within the timeframe agreed with the buyer, Commission and/or Seller Withdrawal Fee will be payable. The seller will be invoiced directly by C&C, at a percentage of the Bid or Offered Amount (no maximum). Sellers hereby acknowledge and agree that any Commission, Seller Withdrawal Fee and/or any other fee charged by C&C, represents a reasonable pre-estimate of the damage and loss arising from the seller's failure to deliver the Vehicle.
- 5.11. **International listing.** 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 Vehicles you list on any of our websites, including the Site.
- 5.12. **Your data protection obligations as a seller.** 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. You may only send marketing communications to users who have consented to receive them in accordance with applicable laws, and only using our Services.

6. Buying Conditions

- 6.1. **Rules for bidding.** When bidding on, offering on or buying a Vehicle, you agree to comply with the following rules and that:
- 6.1.1. 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 Site. It is a buyer's responsibility to independently determine the description, ownership, value, condition, authenticity and quality of the Vehicle. Buyers should not rely solely on the title summary or any photographs of the Vehicle.
 - 6.1.2. C&C does not test Vehicles to check their condition. Any information we provide about a Vehicle is generally information that we have obtained from the seller. Any general description we provide of a Vehicle's condition is based, at most, on an external walk-around of the Vehicle and a visual inspection. Vehicles may have damage, mechanical issues and body blemishes which we have not sighted and which we have not listed in any listing description provided;
 - 6.1.3. If necessary, buyers should attend any advised physical inspections, to assess the suitability of a Vehicle before bidding, offering or buying. You acknowledge that it is your responsibility to conduct (either themselves or through a third party) a full inspection of the Vehicle before bidding, offering on, or buying, and please also check the Vehicle at the point of collection.

- 6.1.4. C&C may at its discretion remove any bid made by a Buyer bidding, if you have not provided us with a valid payment method, either because we could not pre-authorise your payment card, or for any other reason.
 - 6.1.5. You enter into a legally binding contract to purchase a Vehicle when you are the Winning Bidder or Winning Offeror (or your bid/offer is otherwise accepted). You must pay the seller your Bid or Offered Amount and any applicable additional fees and charges, in the currency of the Auction Listing or Make an Offer Listing;
 - 6.1.6. You must not bid or make an offer on several Vehicles if you only want one. You agree that if you win a bid or are the winning offeror of more than one Auction Listing or Make an Offer Listing, you need to purchase all the Vehicles you've won, even if they're the same or similar.
- 6.2. **Reserve prices.** The seller may, or we may, nominate a minimum reserve price on a Vehicle on an Auction Listing and/or Make an Offer Listing. This minimum reserve price may be specifically stated or it may be hidden (and therefore bidders/offerors will not be made aware by C&C or the seller of the exact reserve price).
- 6.2.1. Subject to certain communication requirements between C&C and the seller, the seller and/or C&C (on behalf of the seller) may (at its own discretion) change/amend the reserve price at any time.
 - 6.2.2. If your bid or offer is lower than the reserve price you may be notified that 'Reserve not met' or an equivalent message.
 - 6.2.3. Please note that when you confirm your bid, it will be accepted as a valid bid, even when the 'Reserve not met' or equivalent, label is shown. C&C shall be entitled to accept bids at up to 7% (seven per cent.) less than the reserve price, provided that the Bid or Offered Amount for the purpose of calculating the funds due to the seller, in such circumstances shall be deemed to be the reserve price.
 - 6.2.4. If the reserve price has not been met at the end of the Auction Listing and/or Make an Offer Listing, the highest bidder or offeror below the reserve price, may be contacted by C&C to negotiate a private treaty sale.
- 6.3. **Private treaty sales.** If you make a bid on a Vehicle, C&C may contact you (as the "**interested party/ies**"), in order to negotiate or further discuss your bid and increase your bid. For the avoidance of doubt, a private treaty sale is not a 'stand-alone' sales method since it may only be available following an unsuccessful auction. In a private treaty sale:
- 6.3.1. C&C may contact the interested party before, during or after an Auction Listing or Make an Offer Listing period ends (a "**private treaty sale**").
 - 6.3.2. Any other bid(s) or offer(s) for the Vehicle may be made concurrently by other interested parties during the Auction Listing or Make an Offer Listing period and C&C may negotiate each bid or offer individually.

- 6.3.3. C&C is not bound to negotiate exclusively with any one interested party at any one time.
- 6.3.4. 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 Winning Bidder/Winning Offeror.
- 6.3.5. 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 said bid or offer.
- 6.3.6. In particular, if an 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 Auction Listing period, and secure a private treaty sale on the seller's behalf.
- 6.3.7. Sellers authorise C&C to sell the Vehicle by private treaty sale following an unsuccessful sale by Auction Listing, or by any other means using the Site. Where we sell a Vehicle by Make an Offer Listing following an unsuccessful Auction Listing, you will be charged a percentage of the Bid or Offered Amount (no maximum) to cover the actual and reasonable costs we incur.

6.4. **Technological errors.** We try to keep this Site 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 Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. We cannot promise that the Site will be fit or suitable for any purpose nor do we promise the uninterrupted use by you of the Site.

6.5. **Buying a Vehicle with Outstanding Finance.** If the information provided by the seller in respect of their Vehicle states that there is Outstanding Finance on a Vehicle, then we strongly recommend that you satisfy yourself that the seller has settled all debts and holds full legal title to the Vehicle before confirming to C&C that delivery/collection has taken place. You should obtain proof of payment of the Outstanding Finance directly from the finance provider.

6.6. **Collection the Vehicle:**

- 6.6.1. **When to collect.** Cleared funds must be received into the escrow account before Vehicles purchased in an Auction Listing or a Make an Offer Listing will be released for delivery or collection.
- 6.6.2. **Who is responsible?** 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. Each of the seller and buyer agree to give C&C written notice of successful delivery/collection of the Vehicle.

- 6.6.3. **Who pays for collection/delivery.** The collection/delivery shall be entirely at the buyer's expense.
- 6.6.4. **When does risk and title pass?** 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 Bid or Offered Amount in cleared funds from the buyer. Sellers agree to store the Vehicle in a safe location and ensure the Vehicle is kept in the same condition as advertised on the Site, until title to and risk in the Vehicle passes to the buyer.
- 6.6.5. **What if the buyer fails to collect. *Right to 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 Commission, 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 € 600, if Vehicle listed in Euros), we may sell or otherwise dispose of the Vehicle, without refund to you.
- 6.6.6. **What if the seller fails to deliver?** If the buyer has made payment of the Bid or Offered Amount, 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 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 Auction Listing or acceptance of the Make an Offer Listing offer, then buyer shall be entitled to (i) terminate the sale contract with immediate effect, (ii) the return of the Bid or Offered Amount from the escrow agent, (iii) take legal proceedings against the seller for damages for breach of contract.

6.7. Returns policy:

- 6.7.1. **Buyer requested cancellations.** C&C is not the seller of any Vehicle sold on the Site. Accordingly, Vehicles bought on the Site 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 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. Exceptions to the right of cancellation apply.

6.7.2. Buyer requested refunds. 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, the Commission 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.

6.7.3. Buyer requested returns (trade sellers only). Buyers that are purchasing a Vehicle in their personal capacity, can return their Vehicle within 14 days from the day after the delivery and/or collection date. Day 1 is the day of delivery and/or collection, so the Vehicle must be returned no later than 14 days later. As a buyer exercising your right of return, you mustn't use the Vehicle once you've notified C&C or the seller and must keep the Vehicle in good condition from the day it was delivered/collected. Other conditions of return may apply, including:

- 6.7.3.1. If you've modified or altered the Vehicle from the original condition it was supplied in, the seller won't accept a return.
- 6.7.3.2. If the Vehicle has been involved in an accident or is damaged and the value has been reduced because the Vehicle is not in the same condition as at the time of delivery, reconditioning charges to repair the Vehicle will apply and the seller may not be able to accept the return.
- 6.7.3.3. If the Vehicle has any charges or claims against it from any third parties the seller may not be able to accept the return.
- 6.7.3.4. Once you have requested a refund C&C will require proof of mileage. If the vehicle is driven after this point there will be a charge of £1.50 per mile in excess of what was documented, with the exception of the agreed distance to deliver it back to the trade seller. In all other cases, a mileage limit of 100 miles applies to returned cars. The miles covered shall be calculated from the odometer reading at the point of delivery or collection. If you drive the Vehicle over the 100 mile limit during the 14 day return period, an excess mileage charge of £1.50 per mile (plus VAT) will apply. If the Vehicle was purchased using C&C's escrow payment service, the excess mileage charges will be deducted from the refunded amount.
- 6.7.3.5. Once your return has been accepted you can return the Vehicle by driving it back to the supplying trade seller or arranging a collection.

6.7.3.6. If you wish to have the trade seller collect the Vehicle from your address, the trade seller may agree to this in their sole discretion. The trade seller will inform you of the collection fee in advance. You must be available to hand over the keys to the trade seller at the agreed time and location. If the trade seller declines to collect the Vehicle, or the collection cannot take place for any reason, you must return the Vehicle to the trade seller before the deadline.

6.7.3.7. You must return everything that was included in the original purchase of the Vehicle including: all keys, service history, owner's manuals, any accessories, and any other documents or items supplied at delivery in relation to your Vehicle.

6.8. **Anti-money laundering policy.** 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.

6.9. **International buying and exports policy.** Buyer's are 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 taxes and/or 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.

7. Fees and Payments

7.1. **Fees.** Fees for using our Services are listed on our [Fees, Payments & Escrow page](#). You acknowledge and agree that C&C will charge a percentage of the Bid or Offered Amount of each Vehicle sold using the Auction Listing and/or Make an Offer Listings formats (exclusive of VAT) in **each** case the "**Commission**". The Commission will be as stated in the relevant listing description and/or listing page. The Commission is variable depending on the Vehicle being **sold and whether or not the Vehicle is sold by** Auction Listing or Make an Offer Listing, and will form part of the Total Invoiced Amount. For the avoidance of doubt, this clause applies to any fees currently charged by C&C, as well as any fees which may be introduced or varied from time to time:

7.2. **Fees are non-refundable.** All fees (including but not limited to the Commission) are:

7.2.1. charged at the time of listing/relisting or purchase, as applicable;

7.2.2. are **non-refundable**. Your legal rights as a consumer are not affected by this provision; and

7.2.3. charged in Great British Pounds (£) (GBP) or Euros (€) (EUR).

7.3. **Changes to fees.** We may change our fees or introduce new fees from time to time by posting the changes on the Site.

7.4. **VAT payable:**

7.4.1. The Vehicle listing and/or Vehicle description will state whether the Bid or Offered Amount of a Vehicle is inclusive or exclusive of VAT.

7.4.2. All taxes or surcharges imposed on fees and payable by you, to C&C, will be your 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.

7.5. **Paying the deposit.** We may require that you deposit a portion of any bid or offer that you place with C&C to account for our fees and reserve the Vehicle (the “**Deposit**”):

7.5.1. Deposits payable to C&C are non-refundable; your legal rights as a consumer are not affected.

7.5.2. Buyers are required to provide a valid payment method. It is a buyer’s responsibility to ensure there are sufficient funds available on their payment card. If any payment is declined, your sale contract may be cancelled by the seller.

7.5.3. When you first bid or make an offer on an Auction Listing or Make an Offer Listing, our third-party payment provider, Stripe, may request an authorisation (also called “pre-authorisation”) from your bank, to guarantee payment. By registering to make payment to us using Stripe, you confirm that you accept and agree to be bound by Stripe’s terms and acknowledge that they constitute a legally binding contract between Stripe and you.

7.5.4. The pre-authorisation request is not an immediate debit but corresponds to a reserve for future payment, authorised by your bank, which temporarily reduces the limit of the bank card used. In some cases, however, depending on your bank, the pre-authorisation request may appear as a pending debit on the bank account associated with the card used.

7.5.5. Your card will only be charged if you are successful in the Auction Listing or Make an Offer Listing in which case immediate payment will be taken from your credit or debit card by C&C for the Deposit. Buyer’s authorise C&C to automatically deduct the Deposit from their chosen payment method in accordance with these Terms and Conditions. If you are the Winning Bidder or Winning Offeror and the sale completes, your Deposit will be used to offset the appropriate portion of the Bid or Offered Amount.

7.5.6. If you are not the Winning Bidder at auction close, or the Winning Offeror, after a pre-authorisation request has been activated, a request for cancellation of the pre-authorisation request is sent to the bank you used. In rare cases, this cancellation may appear as a refund. Please note that it usually takes twenty-four (24) to forty-eight (48) hours to process the release of the pre-authorised amount (or refund), but it can take up to seven (7) business days or more, depending on your bank.

7.6. **Paying for the Vehicle:**

7.6.1. **What to pay.** When an Auction Listing or Make an Offer Listing in which you have participated expires and you are the Winning Bidder or Winning Offeror, we will notify you of this by email, including the amount to be paid (the “**Total Invoiced Amount**”). Non-receipt of a Winning Bidder/Winning Offeror (or any other) email from us will not release you from your obligation to complete the purchase of the Vehicle. The Total Invoiced Amount may include the Commission and any other fees and charges specified in the listing, including but not limited to tax, delivery, or payment surcharge fees and administration fees. Fees will be deducted as commission from the Bid or Offered Amount.

7.6.2. **Paying within 4 business days.** 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 Total 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 Auction Listing process) or from offer acceptance (in the Make an Offer Listings process). Time will be of the essence for these purposes. Where applicable, cleared funds must be received into our escrow account before the seller will make the Vehicle available for delivery/collection.

7.6.3. **Using our escrow service.** C&C also has an escrow payments service, where our third-party escrow provider, MangoPay, manages payments on behalf of sellers in Auction Listings or Make an Offer Listings. The use of escrow payments is a prerequisite for using the Site as a buyer in an Auction Listing or Make an Offer Listings format, or otherwise where escrow payments are available in our Services.

7.6.4. **MangoPay as our escrow provider.** As a buyer, you agree to use MangoPay to transact all Auction Listing or Make an Offer Listings sales. You will be providing credit or debit card information directly to MangoPay. By registering to make payment using MangoPay, 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 Bid or Offered Amount 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.

7.7. If the seller defaults:

- 7.7.1. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 7.7.2. If as a seller, you withdraw a Vehicle from an agreed sale at any time, or you 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 (for example if you fail to use your reasonable endeavours to facilitate delivery of the Vehicle to the buyer), you will be charged a percentage of the Bid or Offered Amount, to cover the actual and reasonable costs we incur because of your failure to complete the sale (the "**Seller Withdrawal Fee**"). Seller Withdrawal Fees may include but are not limited to the cost of resale of the Vehicle, any lost Commission and administration costs and any other reasonable costs. Sellers hereby acknowledge and agree that any Commission and/or Seller Withdrawal Fee charged by C&C, represents a reasonable pre-estimate of the damage and loss arising from the seller's failure to deliver the Vehicle.
- 7.7.3. You (the seller) authorise us to deduct from the payment card that you have registered on your account with C&C any amount owing to us under this subclause.

7.8. If the buyer defaults.

- 7.8.1. **If you fail to pay our fees.** 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, 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.
- 7.8.2. **If you fail to pay the Bid or Offered Amount.** If you (a) fail to pay the balance of the Total Invoiced Amount into the escrow account and within the 4 (four) business days allowed, or within the timeframe otherwise agreed with the seller, including the Bid or Offered Amount, or (b) fail or refuse to collect the Vehicle, you authorise us to deduct from your payment account any amount owing to us under this subclause. Fees payable to C&C (including the Deposit) will not be refunded. You may also lose the right to purchase the Vehicle. Buyers hereby acknowledge and agree that the Deposit and/or any buyer cancellation fee charged by C&C, represents a reasonable pre-estimate of the damage and loss arising from the buyer's non-payment of the Total Invoiced Amount, 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 7, the seller shall only be entitled to sue for the net Bid or Offered Amount rather than full Bid or Offered Amount, although nothing in this clause 7.8.2 is intended to limit the other sums which may be due to the seller under the sale contract. 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.
- 7.8.3. **All rights reserved.** If you fail to pay our fees or the Total Invoiced Amount we may (in our discretion and acting reasonably):
- 7.8.3.1. 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 Auction Listing or Make an Offer Listing period);
 - 7.8.3.2. 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;
 - 7.8.3.3. bring court action against you for any outstanding amounts you owe us, including any Commission and all reasonable costs incurred by us as a result;

- 7.8.3.4. 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
- 7.8.3.5. at our discretion and acting reasonably, retain your deposit or charge you a percentage of the Bid of Offered Amount as a **buyer cancellation, withdrawal or default fee** 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, administration costs, Seller Withdrawal Fee, and any other reasonable costs

8. Mobile Terms

- 8.1. C&C grants you the right to use its mobile application (the “**C&C Mobile App**”) only for your personal use. This contract is between you and C&C, and not with your device manufacturer (for example, Apple or Microsoft), nor (if applicable) your wireless carrier.
- 8.2. You bear the risk of using the C&C Mobile App.
- 8.3. 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). You may have additional consumer rights under your local laws which these Terms and Conditions cannot change.
- 8.4. The C&C Mobile App may not contain the same functionality available on the Site.

9. Our Liability

- 9.1. **Representations made by C&C.** 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.
- 9.2. **Limitation of our liability to you.** C&C and its affiliates will not be responsible for:
- 9.2.1. losses that were not caused by any breach on our part, or
 - 9.2.2. any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or
 - 9.2.3. 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.

- 9.3. **Cap on our liability to you.** 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).
- 9.4. **Indemnities.** You shall hold C&C and its staff and/or appointees harmless from all third-party claims. You shall reimburse C&C all costs arising from any 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.
- 9.5. **Unexpected events.** 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.
- 9.6. **C&C warranties.** 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.
- 9.7. **Manufacturer warranties.** 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.

10. Site Content

- 10.1. **Your content.** You may provide descriptions for listings, approve listings, send communications, post comments, submit listing questions or other information, or post any other content generated by you for display on the Site (including any images, video or audio) all together the "**content**", as long as:
 - 10.1.1. If you generate content for the Site, you represent and warrant that you own or otherwise control all of the rights to the content that you post.

- 10.1.2. You agree the content is not illegal, obscene, abusive, threatening, defamatory, inaccurate, misleading, 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".
 - 10.1.3. 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.
 - 10.1.4. 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.
 - 10.1.5. 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 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.
- 10.2. **Information published on the Site.** 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 Site. Any reliance that you may place on the information on the Site 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.
- 10.3. **Statements of opinion.** All statements by C&C or employees, agent or representatives of C&C as to the assessment of the condition of a Vehicle, are statements of opinion and are not to be relied on as statements of fact. Such statements do not constitute a representation, warranty or assumption of liability by us of any kind..
- 10.4. **C&C's trademarks and other rights.** C&C and its licensors reserve all Intellectual Property Rights 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:
- 10.4.1. Nothing in these Terms and Conditions grant you any legal rights in the Site other than as necessary to enable you to access the Site.

- 10.4.2. 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.
- 10.4.3. You agree not to adjust to try to circumvent or delete any trademark or other intellectual property notices contained on the Site and in particular in any digital rights or other security technology embedded or contained within the Site.
- 10.5. **Third-party links.** C&C provides links to the websites of other businesses. Any such hyperlinks or references are provided for your convenience only. We have no control over third party 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.
- 10.6. **Translations.** You authorise us to use automated tools to translate your content and Site 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.

11. Your Privacy

- 11.1. For information regarding the processing of personal data, please see our [Privacy Policy](#).
- 11.2. **Information C&C collects from you.** 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).
- 11.3. **How we use your information.** Unless otherwise agreed by C&C in writing, we act as an independent controller of any user personal data collected via our Services. User personal data will be used solely for the purpose of operating, providing, and improving 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.
- 11.4. **Information C&C shares with others.** 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. For example, when you bid, commit to buying or make an offer to buy a Vehicle on the Site, you agree that we may share your contact information with sellers. Accordingly, sellers may contact you about that Vehicle. Payment information you supply directly to Stripe and/or MangoPay 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.

12. General Provisions

12.1. Disputes.

12.1.1. Any dispute with respect to the sale of a Vehicle shall be resolved between the buyer and seller and without the participation of C&C.

12.1.2. 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.

12.2. **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.

12.3. **Notices.** 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 Site 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 our Services.

12.4. **No 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.

12.5. **No assignment.** A user of this Site and our Services, 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.

12.6. **Severance.** If any of these Terms and Conditions are or later become illegal or unenforceable, the illegal or unenforceable part of those Terms and Conditions are taken to be severed from these Terms and Conditions, but all other terms remain in place.

12.7. **No 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.

- 12.8. **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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 12.9. **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.
- 12.10. **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.
- 12.11. **Non-disparagement.** C&C values your honest and constructive feedback and does not wish to discourage you from commenting on our Site and Services, including in online reviews. However, you agree that you and your employees shall not, in any communications with any third party, make a statement which is false or dishonest about C&C, its products, Services or employees.

13. Glossary

13.1. Definitions:

- a) **"Auction Listing"** means an advert selling a Vehicle by auction on the Site.
- b) **"Bid Amount"** refers to the amount of the highest bid in Auction Listings;
- c) **"business day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- d) **"buyer"** means a person who registers with us and is accepted to submit bids and or offers for the purchase of a Vehicle;
- e) **"Car and Classic"** and **"C&C"**, means Car and Classic Limited and/or its affiliates, successors or assigns;
- f) **"Listing"** means any advert listed on the Site, including an Auction Listing;
- g) **"Make an Offer Listing"** means an advert selling a Vehicle by way of the process known as 'Make an Offer' which involves you clicking the button called 'Make an Offer' when offering to purchase a Vehicle. Where available, the Make an Offer option will be labelled as a "Verified Listing" or indicated on the Services with the "Make an Offer" buttons.

- h) **“Offered Amount”** refers to the amount offered by a person and accepted by the seller in a Make an Offer Listing;
- i) **Outstanding Finance**: any finance due in respect of a Vehicle from any previous or current owner of that Vehicle to a third party such as a car finance company or bank;
- j) **“seller”** means the person who registers with us and is accepted to list a Vehicle for sale;
- k) **“Service”** means any of the services offered by C&C (including Auction Listing sales, and Make an Offer Listings).
- l) **“Site(s)”** means the C&C’ website including carandclassic.com and C&C’s mobile apps.
- m) **“Trade Seller”** means a Seller who is not acting as a consumer and/or is selling as part of a trade or business;
- n) **“Total Invoiced Amount”** means
 - i) for an Auction Listing, the Bid Amount, and any other fees and charges specified in the Sale Overview and listing page, including but not limited to tax, delivery, credit card, or payment surcharge fees, shipping, handling and other fees;
 - ii) for an Make an Offer Listing, the Offered Amount, and any other fees and charges specified in the Sale Overview and listing page, including but not limited to tax, delivery, credit card, or payment surcharge fees, shipping, handling and other fees;
- o) **“Winning Bidder”** refers to the bidder who has the highest bid at the conclusion of the Auction Listing.
- p) **“Winning Offeror”** refers to a person whose offer has been accepted.
- q) **“Vehicle”** means any car, motorbike or other motor vehicle listed on the Site including but not limited to spares, tools, documentation, number plates, tyres and rims, parts, and other accessories listed as being part of a Listing;
- r) **“you”** means a buyer or a seller or any other person registering for or using our Services.