

Car & Classic Marketplace Terms & Conditions

Effective 9 April 2024.

Welcome to CarAndClassic.com.

Please read these Terms and Conditions carefully.

In these Terms and Conditions:

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1. Introduction

- 1.1. **Our Terms and Conditions.** By accessing and using the C&C Marketplace, our services, mobile applications and tools (collectively our '**Services**'), you agree to comply with (and to be legally bound by) these terms (the '**Terms and Conditions**'), the Car and Classic [Privacy Policy](#) and all policies posted on the C&C Marketplace. All policies are incorporated into these Terms and Conditions. You should read these Terms and Conditions carefully before using the C&C Marketplace. If you do not agree with or accept any of these Terms and Conditions, you should stop using the C&C Marketplace immediately.
- 1.2. **Changes to the Terms and Conditions.**
 - 1.2.1. We may amend these Terms and Conditions from time to time by posting an updated version of it on the C&C Marketplace. The updated version will become effective on being posted on the C&C Marketplace. Every time you wish to use the C&C Marketplace, 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.
 - 1.2.2. If you have any questions regarding these Terms and Conditions, please contact us by email at support@carandclassic.com.

2. About the C&C Marketplace

- 2.1. **Who we are.** Carandclassic.com (the "**C&C Marketplace**") is a website owned, operated and maintained by Car and Classic Limited, with UK VAT number GB927711220, company number 05599884 and the registered address of International House, 36-38 Cornhill, London, EC3V 3NG ("**Car & Classic**", "**C&C**", "**we**" and "**us**").
- 2.2. **What we do.** The C&C Marketplace 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 hold the title of any Vehicle, does not inspect any Vehicle nor does it have possession of any Vehicle listed or sold through the C&C Marketplace .
 - 2.3.2. C&C is not party to or in any way involved in the actual transaction or the contracting process between buyers and sellers.
 - 2.3.3. 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.

2.3.4. 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 the C&C Marketplace.** We may update and change the C&C Marketplace from time to time.

3. Using the C&C Marketplace

3.1. **Your obligation to maintain the integrity of the C&C Marketplace:**

- 3.1.1. **You must not** interfere or attempt to interfere with the proper working of the C&C Marketplace, our Services or any sale of a Vehicle being conducted on or through the C&C Marketplace (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 C&C Marketplace for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- 3.1.3. **You must not** use the C&C Marketplace in any way that would threaten, abuse, harass, invade the privacy of, or 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 C&C Marketplace, including not misrepresenting your affiliation with C&C or with any other person or entity, or falsely suggesting that we endorse yours or any other business, product or service (unless we have separately agreed to do so in writing);
- 3.1.5. **You must not** engage in aggressive, intimidating or harassing conduct in connection with the C&C Marketplace or 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 use of data mining, robots, or similar data gathering and extraction tools, are strictly prohibited;

- 3.1.8. **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 considered an 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;
 - 3.1.9. **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 belong to you;
 - 3.1.10. **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 C&C Marketplace ("**phoenixing**");
 - 3.1.11. **You must not** attempt to circumvent any technical measures we use to provide the Services, including our password or user authentication methods; and
 - 3.1.12. **You must not** use the C&C Marketplace for any purpose that is unlawful under any applicable law or prohibited by these Terms and Conditions, our systems or policies.
- 3.2. **Your eligibility to use the C&C Marketplace.** 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 buyer bidding on a Vehicle, you are required to provide a valid payment card so we can collect payment if we charge you fees in accordance with these Terms and Conditions.
 - 3.2.4. If you are a seller listing on the C&C Marketplace, you represent and warrant that you are the legal owner of the Vehicle, are free to sell the Vehicle listed on the C&C Marketplace 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.

- 3.2.5. If the Vehicle is subject to finance the amount outstanding must be confirmed prior to listing. At the buyer's request, the seller must provide such details of the finance company and the finance arrangement to the buyer that are reasonably required, within a reasonable timeframe, to enable the buyer to discharge the outstanding finance arrangement directly with the finance company. The amount of any such payment by the buyer to the finance company shall constitute payment by the buyer to the seller of the same amount towards settlement (in whole or in part) of the buyer's highest bid.
- 3.2.6. 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 your first and last name, address, date of birth, and details of your bank account.
- 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 have the right to disable any user password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.
- 3.3.4. 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.
- 3.4.5. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

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

- 3.5.1. Our third party partner 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 may not be able to list, make a bid, make an offer or transact via the C&C Marketplace.

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 the C&C services.

- 3.7.1. These cancellation instructions apply to the contract between you and C&C for the provision of our Services. It does not apply to the cancellation of any contract to purchase a Vehicle.
- 3.7.2. You agree that we will commence supplying our Services to you as soon as you accept these Terms and Conditions.
- 3.7.3. 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 C&C Marketplace, 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.
- 3.7.4. 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.
- 3.7.5. You acknowledge and agree that, as a buyer, C&C completes the provision of its Services to you immediately upon you placing a winning bid. Accordingly, it is not possible for you to cancel a contract to purchase a Vehicle at the end of an auction and you waive any statutory entitlement that you may otherwise have to cancel the contract on the basis that the service has been provided in full and you have consented to the provision of services to you immediately.
- 3.7.6. The following sections survive any termination of these Terms and Conditions: Fees and Payments, Our Liability to You, Content on the C&C Marketplace, Your Privacy and Personal Information and General Provisions.

4. If You Abuse the C&C Marketplace

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. suspend or prevent your access to, and your activities on, the C&C Marketplace,
- 4.1.3. cancel any of your bids,
- 4.1.4. remove or demote or otherwise restrict the visibility of your 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 on the C&C Marketplace or place a classified advert, 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 C&C Marketplace. When registering a Vehicle:

5.1.1. You agree to submit to C&C the Vehicle information, including photos of the Vehicle and proof of ownership and finance of the Vehicle, history and a confirmation that there are no charges or other encumbrances over the Vehicle, as requested. Further information can be found in our [FAQs](#) and our [Auction Seller](#) and [Adverts](#) sections.

5.1.2. You confirm and agree 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 on the C&C Marketplace. While C&C may assist you in the creation of your listing, and you agree to instruct us to assist with drafting the description of your Vehicle, you take sole responsibility for the factual accuracy, content and legality of, and for any judgments or opinions expressed in the 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. When listing a Vehicle, you agree that:

5.2.1. You will ensure that the description of the Vehicle is fair, honest and not misleading. C&C retain the right to ask for further information before publishing a listing;

5.2.2. You will specify the condition of the Vehicle and explain any defects or flaws on the Vehicle. When selling flawed Vehicles, in particular, you will include photographs of the flaws.

5.2.3. You will declare if there is any Outstanding Finance;

5.2.4. You will not provide content within listings 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).

5.2.5. . Where C&C assists you in the creation of an Auction Listing, you will promptly confirm that the draft is a complete and accurate description of the Vehicle, before the end of the pre-auction period and the Auction Listing goes live. Draft listings may change and it is your responsibility to check that you have the correct version.

5.2.6. You will notify us immediately if there is anything in any of the listings on the C&C Marketplace which you (or any Vehicle owner on whose behalf you act) are aware is, or may be, inaccurate or incorrect or, incomplete in any material respect. You must notify us in writing by email to support@carandclassic.com. If you notify us in writing of any amendments to the description after a listing has been published, we will use our reasonable endeavours to announce these amendments in the comments section of the C&C Marketplace.

5.2.7. To the extent permitted by applicable laws, C&C has no duty to either seller or buyer to investigate the accuracy of the description of any listing provided by or on behalf of the seller. You agree that C&C is not responsible for examining or warranting any Auction Listing and/or Make an Offer Listing, and that you will not hold or attempt to hold C&C liable for inaccuracies. While C&C does perform some verification processes, including HPI checks, these are provided on a non-reliance basis and C&C shall not be liable to the seller or the buyer for any error or misstatement in or omission from the description of any listing.

- 5.2.8. If a sale of an Auction Listing is lost because of (i) the description of the Auction Listing (which includes information provided in relation to the Auction Listing by or on behalf of the seller in the comments section) being inaccurate or misleading; or (ii) the failure of the seller to disclose to C&C all information which may reasonably be expected to affect the provenance, title, value or any other aspect of the Vehicle, the seller shall pay the Seller Withdrawal Fees to C&C in accordance with clause 7.7.

5.3. Photographing your Vehicle:

- 5.3.1. You, as seller, are solely responsible for the content of the photographs provided in connection with your listings. C&C is not responsible for checking or verifying the content of the photographs you provide, or for deleting any sensitive information contained in them.
- 5.3.2. 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 any such 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.
- 5.3.3. The C&C photography may include copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary or identification markings from the C&C photography.
- 5.3.4. You will use the photography content C&C provides, solely in your C&C listings and during the time your listings are on the C&C Marketplace. You agree that you will not use our photographs in connection with the sale of your Vehicle on any platform other than the C&C Marketplace.

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

- 5.5.1. You must declare all Outstanding Finance to C&C;
- 5.5.2. You agree that C&C may reject your Vehicle for any reason;
- 5.5.3. You agree not to submit for registration, any Vehicle that is subject to a lease agreement;
- 5.5.4. You agree to provide accurate information about your finance provider and the settlement figure throughout the selling process;
- 5.5.5. You agree to offer to C&C and/or the buyer, any assistance that is reasonably requested to contact your finance provider;

- 5.5.6. 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;
- 5.5.7. 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;
- 5.5.8. 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:
 - 5.5.8.1. must indicate the figure outstanding on the Vehicle, which can be no more than 75% of the reserve price at any time,
 - 5.5.8.2. shall include a balloon payment, if applicable,
 - 5.5.8.3. must be valid for at least 7 days after the delivery and/or collection date; and
- 5.5.9. 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.

5.6. Rules for Listing a Vehicle:

- 5.6.1. Listings must be for Vehicles and uploaded to the appropriate category or areas on the C&C Marketplace. Listings for inappropriate or unrelated vehicles may be deleted.
- 5.6.2. Listings may not be immediately searchable by keyword or category for up to 24 (twenty-four) hours.
- 5.6.3. 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.
- 5.6.4. 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.
- 5.6.5. C&C has the discretion to close listings before the time period specified on the C&C Marketplace for any reason.
- 5.6.6. Duplicate listings of an identical Vehicle at the same time from the same seller, may be removed.

- 5.7. **Rules for International listing of a Vehicle.** 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 C&C Marketplace.

5.8. Selling your Vehicle via Make an Offer. When you consign your Vehicle via a Make an Offer listing, you are inviting buyers to negotiate with you during the Make an Offer period.

5.8.1. When a buyer makes you an offer via Make an Offer, and it is within 50 percent of the reserve we have agreed, we'll message you to let you know.

5.8.2. After receiving an offer through Make an Offer, you have 48 hours (or earlier if a higher offer has been made), to choose how to respond. If you don't respond to the offeror in that time, their offer expires.

5.8.3. If you respond, you can (i) accept the offer and complete the sale to the buyer, and we will remove your Make an Offer Listing from the C&C Marketplace; (ii) let the offer expire; (iii) reject the offer (in which case the buyer may make another offer); or (iv) make a counter-offer to the buyer.

5.9. 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. You will be invoiced directly by C&C for the Commission and/or Seller Withdrawal Fee. 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.

5.10. C&C's Exclusive Listing Policy.

5.10.1. Once you register your Vehicle for listing on the C&C Marketplace and your Vehicle is accepted for listing, you agree that the C&C Marketplace shall be the exclusive listing site for your Vehicle and you will not use another means of sale for the Vehicle, unless we agree and notify you in writing of our consent.

5.10.2. You agree not to 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 C&C Marketplace or (b) the date you withdraw the Vehicle from the C&C Marketplace (as permitted by C&C in writing);

5.10.3. 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 7.7), even if your Vehicle has not yet been accepted for listing in the Auction Listing format by C&C, and even if you have not yet confirmed that the draft description is a complete and accurate description of the Vehicle;

5.10.4. Where there is no Winning Bidder 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).

5.10.5. Nothing in these Terms and Conditions shall be interpreted as an obligation on us to sell your Vehicle.

- 5.11. **C&C's No Shill Bidding Policy.** You agree not to bid on your own Auction Listing, or the Auction Listing of someone connected to you. Nor can you have a friend or someone connected to you bid on your Auction Listing unless they have a genuine intention of purchasing the 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 C&C Marketplace. All rights reserved. If you are not a consumer, you will be liable to us and indemnify us for any losses or costs, including reasonable legal fees we incur arising out of any breach by you of this clause 5.11. If you are a consumer user, you will be responsible for any loss or damage we suffer as a result of your breach of this clause.
- 5.12. **C&C's Buyer Dispute Resolution Policy.** 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.
- 5.13. **C&C's No Sales Outside the C&C Marketplace Policy.** You must not engage in any action with a user on the C&C Marketplace designed to complete or facilitate a transaction outside of the C&C Marketplace. If any sale of a Vehicle is concluded outside of the C&C Marketplace in any event, 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 breach this clause and conclude a sale outside the C&C Marketplace, you are liable to pay to C&C, all fees that would have been paid by the buyer had the Vehicle been sold via the C&C Marketplace, calculated on the last reserve you agreed with C&C or if none a minimum charge (as notified to you by C&C on the C&C Marketplace). Sellers are obliged to pay such fees, in consideration for the introduction to a buyer, even if sales terms are finalised or payment is made outside of the C&C Marketplace. All applicable sales tax or similar tax is to be paid in addition to and at the same time as the fees referred to above.
- 5.14. **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. Bidding and Buying Conditions

- 6.1. **Rules for Bidding on a Vehicle.** When bidding on, offering on or buying a Vehicle, you agree to comply with the following rules and that:

- 6.1.1. You will read the full Vehicle description carefully and review all photographs and listing information provided in relation to the listing or on behalf of the seller in the comments section, before they bid, make an offer or otherwise commit to buying because Vehicles are sold on an 'AS IS, WHERE IS' basis on the C&C Marketplace. It is a buyer's responsibility to independently determine the description, ownership, value, condition, authenticity and quality of the Vehicle and any additional fees connected to the purchase such as government fees and taxes, title and registration fees, licensing and plate fees and finance charges. Buyers should not rely solely on the title summary or any photographs of the Vehicle.
- 6.1.2. You will conduct your own due diligence on the Vehicle before purchase, including any vehicle database checks. If necessary, buyers (either themselves or through a third party) should attend a physical inspection, to independently determine the description, ownership, value, condition, authenticity and quality of the Vehicle and assess the suitability of a Vehicle before bidding, offering or buying. 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. You will check the accuracy of your bids and/or offers — all bids and/or offers are made at their own risk;
- 6.1.4. You enter into a legally binding contract to purchase a Vehicle when you are the Winning Bidder or Offeror (or your bid or offer is otherwise accepted) in an Auction Listing or Make an Offer Listing;
- 6.1.5. You will pay the seller your Bid or Offered Amount and any applicable additional fees and charges, in the currency of the listing;
- 6.1.6. It is your responsibility as buyer, to negotiate the terms of a binding transaction and enter into a sale contract with a seller for a classified advert;
- 6.1.7. You will pay shipping and delivery costs associated with your purchase of a Vehicle, including but not limited to taxes, fees and testing charges;
- 6.1.8. You also agree to check the Vehicle at the point of collection;
- 6.1.9. C&C may at its discretion remove any bid made by you, 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.
- 6.1.10. You will not bid or make an offer on several Vehicles if you only want one. You agree that if you are the Winning Bidder or 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. **Buying a Vehicle via Make an Offer.** You can make an offer on Vehicles listed under a Make an Offer Listing. Your offer must include the price for the Vehicle together with our fees, as a total amount.
- 6.2.1. We will message your offer to the seller if it is within 50 percent of the reserve we have agreed with the seller.
 - 6.2.2. Your offer expires after 48 hours (or earlier if a higher offer has been made). The seller has until your offer expires to respond.
 - 6.2.3. If the seller responds, they may (i) accept your offer and complete the sale to you (in which case you must pay our fees, which may include but are not limited to the Commission and the Service Fee); (ii) let the offer expire; (iii) reject the offer (in which case you may make another offer); or (iv) make you a counter-offer, then you have 48 hours (or until a higher offer has been made if earlier) to choose how to respond. You can choose to accept, reject, or continue negotiating by making another offer to the seller.
 - 6.2.4. When you make an offer via a Make an Offer Listing which the seller accepts, or you accept the seller's counter-offer, you are agreeing to pay our fees, which may include but are not limited to the Commission and the Service Fee, and buy the Vehicle.
- 6.3. **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.
- 6.4. **Buying a Vehicle Internationally.** 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.
- 6.5. **C&C's Reserve Pricing Policy.** 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).
- 6.5.1. 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) reduce/withdraw the reserve price at any time.

- 6.5.2. If your bid or offer is lower than the reserve price you may be notified that 'Reserve not met' or an equivalent message.
 - 6.5.3. 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 (at its discretion and without further reference to or consultation with the seller) to accept bids at value up to an amount equal to the Commission (as defined below) 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.
 - 6.5.4. 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.
- 6.6. **C&C's Private Treaty Sales Policy.** If you make a bid on a Vehicle, C&C may contact you, a person who enquired about the Vehicle prior to or during the Auction Listing period (the "**interested party**"), in order to negotiate or further discuss your query and/or bid. 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 you as an interested party, and secure a private treaty sale on the seller's behalf (a "**private treaty sale**"). 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:
- 6.6.1. 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 C&C Marketplace.
 - 6.6.2. You agree that C&C may contact you as an interested party before, during or after an Auction Listing or Make an Offer Listing period ends.
 - 6.6.3. C&C is not bound to negotiate exclusively with any one interested party at any one time. 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.
 - 6.6.4. If C&C contacts you, as a bidder or interested party, any negotiations or discussions undertaken will be on instruction by the seller. You acknowledge that the seller will ultimately be responsible for determining the Winning Bidder/Winning Offeror.
 - 6.6.5. 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.
 - 6.6.6. Where a Vehicle is sold by Make an Offer Listing following an unsuccessful Auction Listing, buyer's will be charged a Service Fee, to cover the actual and reasonable costs we incur. Seller's will be charged a Commission, to cover the actual and reasonable costs we incur.

6.7. **Collecting a Vehicle.** 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.

6.8. **Returning a Vehicle:**

6.8.1. C&C is not the seller of any Vehicle sold on the C&C Marketplace. Accordingly, Vehicles bought on the C&C Marketplace may not be returned to C&C directly for any reason (but particularly if you change your mind).

6.8.2. 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. You (as buyer) have these rights against the seller and must submit all return requests for Vehicles directly to the seller.

6.8.3. 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.

6.8.4. The seller also has the right to accept or decline your request.

6.8.5. 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.

6.8.6. 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 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.

6.8.7. Fees already paid to C&C will not be refunded. Buyers hereby acknowledge and agree that the Service Fee, represents a reasonable pre-estimate of the damage and loss arising from the buyer's non-payment, or failure/refusal to collect the Vehicle.

6.9. **C&C's Seller Disputes Policy.** 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.

- 6.10. **C&C's 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.
- 6.11. **Technological errors.** We try to keep the C&C Marketplace 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 C&C Marketplace is accurate, up-to-date and free from bugs, we cannot promise that it will be. We cannot promise that the C&C Marketplace will be fit or suitable for any purpose nor do we promise the uninterrupted use by you of the C&C Marketplace.

7. Fees and Payments

7.1. Fees.

- 7.1.1. Fees for using our Services are listed on our [Fees, Payments & Escrow page](#).
- 7.1.2. Buyers acknowledge and agree that C&C will charge a fee for its Services to the buyer (the "**Service Fee**"). The Service Fee is payable in addition to the Bid or Offered Amount, and is variable depending on the value of the Vehicle being purchased. Buyers agree to pay the relevant Service Fee if (a) they have made the highest bid on a Vehicle in an Auction Listing (subject to achieving any reserve required by the seller unless the reserve is waived by the seller), or (b) they have agreed to purchase a Vehicle via a Make an Offer Listing.
- 7.1.3. Sellers acknowledge and agree that C&C will charge a fee for its Services to the seller (the "**Commision**"). The Commission will be deducted from the Bid or Offered Amount, and is variable depending on the Vehicle being sold and whether or not the Vehicle is sold by Auction Listing, Make an Offer Listing or any other listing format available on the C&C Marketplace. If you are a seller, you are liable for the Commission arising out of all Auction Listing or Make an Offer Listing sales, even if sales terms are finalised or payment is made outside of the C&C Marketplace.
- 7.1.4. For the avoidance of doubt, this clause 7 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 and Service Fee) 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 C&C Marketplace.

7.4. **Paying VAT:**

- 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. Any fees (unless otherwise stated) will exclude VAT. The VAT will be calculated as a percentage of the fee, and added to the fee at the applicable rate.
- 7.4.3. 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 our Service Fee.**

- 7.5.1. When you first bid or make an offer on an Auction Listing or Make an Offer Listing, our third-party payment provider, Stripe, may have requested an authorisation (also called "pre-authorisation") from your bank, to guarantee payment of our Service Fees. 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. You agree and acknowledge that you will be providing credit or debit card information directly to Stripe for these purposes. 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.
- 7.5.2. Buyers are required to provide a valid payment method.
- 7.5.3. It is also a buyer's responsibility to ensure there are sufficient funds available on their payment card.
- 7.5.4. Once a sale contract is created between the seller and buyer, the Service Fee will be processed by Stripe, on our behalf. 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 Service Fee. Buyer's authorise C&C to automatically deduct the Service Fee from their chosen payment method in accordance with these Terms and Conditions.

7.5.5. 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. Failing to pay our Service Fee.

- 7.6.1. If Stripe is unable to take the Service Fee payable from your card or you refuse to pay for any reason, we will continue to pursue payment via Stripe until the entire fee has been paid. You authorise us to deduct from your payment account any amount owing to us (including any lost Commissions).
- 7.6.2. C&C will also endeavour to contact you and will attempt to complete/process the payment again. You must, within 24 (twenty-four) hours of being notified of a 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.
- 7.6.3. If we do not receive the Service Fee within 24 (twenty-four) hours of notification of a failed payment, or if you as the successful buyer fail to complete the purchase of the Vehicle for any reason other than the default of the seller, or lawful cancellation or termination of the purchase contract, you may also lose the right to purchase the Vehicle. We may cancel your bid and assist the seller to attempt to sell the Vehicle to an underbidder.
- 7.6.4. If we do not receive the Service Fee, you agree that the Service Fee will remain payable, and that C&C may charge interest on any balance outstanding at the rate of 4% a year above the Bank of England's base rate.
- 7.6.5. You warrant that the funds used for the payment of our fees, have no link with criminal activity including, without limitation, money laundering, tax evasion or terrorist financing.

7.7. Failing to pay our Commission:

- 7.7.1. Sellers agree that they are solely responsible for all costs and expenses you may incur in relation to your use of the C&C Marketplace.

- 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 obliged to pay all fees to C&C in accordance with these Terms and Conditions that would have been paid by both you, as seller, and by the buyer (and you agree that C&C may collect these payments directly from your payment method without further approval from you) charged an amount which may be 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 (together 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 Service Fee due and payable, and any other reasonable costs, calculated on the last reserve you agreed with C&C or if none a minimum charge (as notified to you by C&C on the C&C Marketplace) exclusive of VAT (as the case may be) on Vehicle listings. All applicable sales tax or similar tax is to be paid in addition to and at the same time as the fees referred to above.
- 7.7.3. 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.
- 7.7.4. 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. Sellers are required to have a valid payment method on file when selling on the C&C Marketplace. If your payment method fails or your account is overdue, we may collect the Commission owed by charging other payment methods on file and retaining collection agencies or legal counsel.

7.8. Paying for the Vehicle.

- 7.8.1. **What do you 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 the sale 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 will include the Commission and any other fees and charges specified in the listing, including but not limited to tax, delivery, payment surcharge fees and administration fees. It is for the buyer and seller to agree on a suitable payment method for the Vehicle for classified ads. Any communications and transactions that may arise from a classified advert shall involve only the seller and a prospective buyer and C&C shall have no obligation or responsibility to either the buyer, seller or any other party in respect of any classified listing or the sale of a classified Vehicle.

7.8.2. **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 C&C Marketplace as a buyer in an Auction Listing or Make an Offer Listings format, or otherwise where escrow payments are available in our Services. 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.

7.8.3. **Paying within 4 business days.** Once a sale contract is created between the seller and buyer, 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 by C&C (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). If the buyer does not make payment in full to the seller within the 4 (four) business days, or within the timeframe agreed with the seller, the buyer will lose the right to purchase the Vehicle and the fees paid and payable to C&C, which may include but are not limited to the Commission and/or Service Fee, will not be refundable. Time will be of the essence for these purposes. Buyers will complete the purchase of the Vehicle(s) and make payment to the seller, and pay our fees, in the name or entity in which they registered as a user with C&C. Where applicable, cleared funds must be received into our escrow account before the seller will make the Vehicle available for delivery/collection.

7.9. **Failing to pay for the Vehicle.**

7.9.1. If you (a) fail to pay 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 (the "**Buyer Cancellation Fee**")

- 7.9.2. Fees already paid to C&C (including the Service Fee) will not be refunded. You may also lose the right to purchase the Vehicle. Buyers hereby acknowledge and agree that the Service Fee 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 Service Fee 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 7.9 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.
- 7.9.3. 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.
- 7.10. **All rights reserved.** If you fail to pay our fees or the Total Invoiced Amount we may (in our discretion and acting reasonably):
- 7.10.1. 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);
- 7.10.2. 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;
- 7.10.3. 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;
- 7.10.4. 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
- 7.10.5. at our discretion and acting reasonably, retain your Service Fee and/or charge you the Commission as a Buyer Cancellation Fee, Seller Withdrawal Fee or other 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 C&C Marketplace.

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. C&C Marketplace 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 C&C Marketplace (including any images, video or audio) all together the "**content**", as long as:
- 10.1.1. If you generate content for the C&C Marketplace, 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. Any content you upload to the C&C Marketplace will be considered non-confidential and non-proprietary.
 - 10.1.4. We have the right to remove any posting you make on the C&C Marketplace if, in our opinion, your post does not comply with the content standards posted on the C&C Marketplace.

- 10.1.5. You will comply with the Listing Conditions at all times when submitting content.
 - 10.1.6. 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.
 - 10.1.7. 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.
 - 10.1.8. 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 C&C Marketplace constitutes a violation of their intellectual property rights, or of their right to privacy.
 - 10.1.9. 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 C&C Marketplace.** 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 C&C Marketplace. Any reliance that you may place on the information on the C&C Marketplace 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, agents 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. The views expressed by other users on the C&C Marketplace do not represent our views or values.
- 10.4. **Third party use of our content.**

- 10.4.1. **Prohibition of third-party use.** You acknowledge and agree that the data available on the C&C Marketplace is intended for personal use only. You are strictly prohibited from selling/reselling or otherwise monetising, providing, selling, licensing, leasing, loaning, distributing, displaying or otherwise making available any data obtained from the C&C Marketplace to any third party, without the prior written consent of C&C. This includes but is not limited to, selling data, incorporating data into products or services, or displaying data on other websites or platforms.
- 10.4.2. **Authorisation for third party use.** If you are a third party seeking to use the data obtained from this C&C Marketplace, you must contact C&C to obtain written authorisation. C&C may, at its sole discretion grant or deny such authorisation on the terms it decides. C&C reserves the right to grant a licence fee or other commercial terms in connection with an authorisation for third party use. The licence fee or commercial terms may vary depending on the nature and extent of the data usage and shall be paid or delivered in accordance with the terms specified by C&C.
- 10.5. **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:
- 10.5.1. Nothing in these Terms and Conditions grant you any legal rights in the C&C Marketplace other than as necessary to enable you to access the C&C Marketplace.
- 10.5.2. 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.
- 10.5.3. You agree not to adjust to try to circumvent or delete any trademark or other intellectual property notices contained on the C&C Marketplace and in particular in any digital rights or other security technology embedded or contained within the C&C Marketplace.
- 10.6. **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.
- 10.7. **Translations.** You authorise us to use automated tools to translate your content and the C&C Marketplace 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. Your privacy and personal information are important to us. For information regarding the processing of your personal data, please see our [Privacy Policy](#). Payment information you supply to Stripe and Mangopay are not within our control and are subject to Stripe's and MangoPay's privacy policies and terms and conditions available on their websites.
- 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 C&C Marketplace, 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 C&C Marketplace 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 the C&C Marketplace 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 the C&C Marketplace 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 C&C Marketplace.
- 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 C&C Marketplace, including an Auction Listing and a Make an Offer 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) **“C&C Marketplace”** has the meaning given to it in clause 2.1.
- 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 C&C Marketplace 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 the Services or its Content (and “your” shall have the same meaning).