

## TERMS & CONDITIONS

### 1. Interpretation

#### 1.1 The definitions in this clause apply in these Terms:

**"Auction"** shall mean the process of offering for sale a Vehicle to Bidders resulting in a sale at the highest price, whether on Site, off Site (including at a Seller's premises), online and including participation by telephone. The Auction is limited to that held by CVA (Commercial Vehicle Auctions) or its authorised representative.

**"Auctioneer"** is the person from or on behalf of CVA who is in charge of the bidding process during the Auction.

**"Bidder"** shall mean any natural or legal person (or anyone acting on their behalf) who participates in an Auction by making a bid for a sum of money payable in the event that they become a Purchaser.

**"CVA"** means Commercial Vehicle Auctions Limited (Registered office: 4 Carr Hill, Doncaster DN4 8NE. Company Number: 01231851).

**"Contract"** or **"Contract of Sale"** refers to the agreement for sale and purchase of the Vehicle and Lot entered into between the Seller and the Purchaser upon the fall of the hammer and includes a Sale by Private Treaty and a Paper Sale.

**"Entry Form"** means the form by which a Seller registers the Vehicle or Lot to participate in the Auction. From time to time, the Entry Form may be completed by CVA on the Seller's behalf.

**"Lot"** refers to the Vehicles to be sold in one sequence in the Auction.

**"Paper Sale"** shall have the meaning in clause 7.4.

**"Price"** is the price at which the Vehicle is sold to the highest Bidder participating in the Auction. Unless otherwise specified, all purchases are subject to VAT and any other customs tariff.

**"Purchaser"** shall mean the maker of the highest bid accepted in an Auction or by Sale by Private Treaty.

**"Purchaser's Premium"** refers to the amount payable by the Purchaser in addition to the Price and is set out at Schedule One.

**"Privacy Policy"** means the policy as defined in Article 13 of the GDPR available from CVA.

**"Sale by Private Treaty"** shall have the meaning in clause 7.2.

**"Seller"** includes any prospective Seller of a Vehicle or a Lot who participates in the offer for or sale of Vehicle or Lot in the Auction on these Terms.

**"Seller's Commission"** means the amount payable by a Seller in the event of a Contract for Sale or a Sale by Private Treaty of a Vehicle or a Lot. Information about the Commission is available upon request.

**"Site"** means the location of the Auction at CVA's premises including sites at Hemel Hempstead, Doncaster, Livingston (Scotland) or otherwise as designated by CVA from time to time and as set out on the Website.

**"VAT"** means Value Added Tax.

**"Vehicle"** includes lorry, van, motor car, Hackney style taxi, motorcycle, trailer, emergency vehicle, bus, and/or motorised caravan, commercial, agricultural and other self-propelled vehicle, plant, construction vehicles, refuse collection and boats, and any mechanical and electrical plant and equipment, any current vehicle with an excise licence and ancillary equipment and any items sold in connection with the vehicle. In the event of any query, CVA in their absolute discretion shall decide whether something is a Vehicle.

**"Website"** means the CVA website at <https://www.cva-auctions.co.uk/>

**"Working Day"** means Monday-Friday inclusive and excludes Bank Holidays in England or Scotland as applicable.

### 2. Application of these Terms and Conditions

2.1 (1) By submitting a Vehicle for sale as a Seller including using an Entry Form, or (2) by registering as a Bidder, or (3) by entering into a Contract for Sale, these Terms shall apply to Sellers, Bidders and Purchasers as set out below.

2.2 The Auction is open to businesses and not to Consumers. Any Sellers, Bidders or Purchasers are deemed to be acting as a "Trader" within the meaning of the Consumer Rights Act 2015.

2.2 These terms will apply to all Contracts for Sale, Sellers, Bidders and to all Purchasers from 16 November 2020. CVA reserves the right to update these Terms at any time.

### **3. Conditions that Apply to Sellers**

3.1 Before participation in the Auction, the Seller must (1) provide the keys of the Vehicle and (2) all requested documentation, including:

- (a) a completed Entry Form; and
- (b) the registration book, V5 and (where applicable) the MOT certificate of the Vehicles; and
- (c) their name, address and proof of identity or other information which may be required including for the purposes of the Money Laundering Regulations 2007.

3.2 CVA may refuse participation in the Auction and may withhold payment for the vehicles pending production of all requested documentation from Sellers.

3.3 The Seller may deliver Vehicles and Lots to the CVA Site during business hours (8am-5pm) and by prior arrangement upon at least 24 hours' notice. The Vehicle cannot be delivered more than 10 Working Days before the Auction other than by prior arrangement. If a Vehicle or Lot is delivered before 10 Working Days before the Auction, a discretionary fee of £25.00 per day per Vehicle or per Lot (whichever is the greater) is payable by the Seller.

3.4 If CVA request the removal of the Vehicle or the Lot, the Seller must arrange for their immediate removal from the CVA Site. In the event that they are not removed, CVA will arrange for its removal at the expense of the Seller. A discretionary fee of £25.00 per day per Vehicle or per Lot (whichever is the greater) is payable by the Seller until its removal.

3.5 The Seller represents, undertakes and warrants to CVA, the Bidders and the Purchasers that:

- (a) they are the legal owner of and/or have permission on behalf of the legal owner to enable the Vehicle or the Lots to be entered into the Auction.
- (b) all the information supplied in connection with the Vehicles and the Lots is true and accurate and is permitted to be used by CVA, its Auctioneer and its marketing and other agents before and during the Auction.
- (c) the Vehicle bears its proper registration plate and chassis number.

3.6 The Seller represents, undertakes and warrants to CVA, the Bidders and the Purchasers that unless expressly stated on the Entry Form:

- (a) the Vehicle or Lots have not sustained serious accident damage and/or been treated by an insurance company as a total loss;
- (b) the Vehicle or Lots have not previously been owned and/or used by the police and/or as a licensed hackney carriage;
- (c) the Vehicle or Lots have not been re-registered or imported;
- (d) the Vehicle or Lots are not intended for or classified for export;
- (e) DVLA have no record and/or have never been informed of the Vehicle or Lots being intended for or classified for export;
- (f) that the odometer reading is accurate.

3.7 The Seller acknowledges and accepts that the Vehicles and Lots are sold as seen. The Seller shall be solely responsible for drawing any defects, history, origin, ownership or any relevant information which would affect the decision to bid or to purchase the Vehicle or the Lot, to the attention of CVA, the Bidders and the Purchaser, using the Entry Form.

3.8 The Seller shall fully indemnify CVA for any damages arising from the Sellers' breach of obligations at 3.5 to 3.7 above, in line with clause 14.

3.9 The Seller shall pay a Seller's Commission to be determined or calculated by CVA.

3.10 If the Seller enters a Lot for Auction and subsequently withdraws it prior to the Lot being offered for sale at the Auction, the Seller will be liable to pay £250 as a discretionary administration fee to CVA.

### **4. Methods of Payment**

4.1 All payments are to be made to CVA using the following methods:

- (a) bank transfer to the Account "Commercial Vehicle Auctions"
- (a) Account number: 87 05 54 25. Sort code: 90-24-26.
- (b) cash to the cashier at the Site up to a maximum amount of £9,000 per transaction and always provided that the Purchaser produces two pieces of identification, including one photo identification and completing the required CVA paperwork. CVA reserve the right

to undertake additional identification checks (including online verification checks) as necessary for the purposes of the Money Laundering Regulations 2007.

(c) credit or debit cards with a chip and pin facility using the card machine on Site.

4.2 All payments made to CVA are made on the basis that time is of the essence.

4.3 All payments by CVA will be made by bank transfer to the account on the Entry Form within a reasonable period after the Auction.

## **5. Terms that Apply to Bidding for Lots**

5.1 Each Lot shall be put up for sale without reserve unless CVA are notified to the contrary by the Seller on the Entry Form before the Auction.

5.2 An Entry Form bearing the words NET or CLEAR will be construed to indicate authority for the Auctioneer to sell the Lot at the price stated on the Entry Form.

5.3 CVA reserves the right to impose or refuse a reserve price and to withdraw the Vehicle and Lot as unsold if the reserve price is not reached and to bid as an agent for a Bidder.

5.4 CVA and its Auctioneer shall have the right to regulate the bidding including incremental increases and to conduct the Auction in their absolute discretion. Their decision on all matters affecting the Auction shall be final and binding.

5.5 CVA has the right to accept or refuse to accept a bid from any Bidder without providing any reason. In the case of a dispute as to any bid for a Lot, CVA shall determine the dispute (by declaring which person is the accepted Bidder or otherwise), or put the Lot up again for Auction at the value of the last undisputed bid, or withdraw the Lot from the Auction.

5.6 During the bidding, a bid less than a sum to be named by the Auctioneer shall not be accepted. Subject always to the discretion of the Auctioneer, the highest Bidder for each Lot shall be the Purchaser of that Lot.

5.7 The Seller of a Lot may bid for any other Lot in the Auction but must not bid for a Lot in which he has entered a Vehicle for sale, whether by instructing CVA (or any other person).

5.8 A Bidder cannot retract a bid once made. There is no right of cancellation. Deposits are non-refundable if the Purchaser refuses or otherwise fails to complete the Contract of Sale. If the successful Bidder fails to supply the name and address required, it is the responsibility of the Seller to put the Vehicle or the Lot up for sale again.

5.9 Bids given by telephone or online are accepted at the Seller's risk and must be confirmed in writing before the date of sale and the deposit must be cleared in advance of any bidding taking place.

## **6. Terms that Apply to the Sale of Lots**

6.1 On the sale of a Lot, a Contract for Sale is entered into between the Seller and the Purchaser of the Lot. CVA only acts as agent in respect of the sale process. CVA is not liable in connection with the commissioning of its staff by Bidders to bid for any Lots.

6.2 A Contract of Sale shall be made and a Vehicle shall be sold when and only when the hammer falls. The Purchaser shall be the maker of the highest bid accepted by the Auctioneer. The Price shall be the amount of the highest bid accepted by the Auctioneer.

6.3 The Purchaser of a Lot must give CVA, or their Auctioneers, their name, address and proof of identity (or other identity information which may be required for the purposes of the Money Laundering Regulations 2007) as requested and no later than immediately upon the sale of the Lot. In the event that such documentation is not provided CVA shall have the absolute discretion to cancel the Contract of Sale.

6.3 Any disclosure of Personal Data or other information is subject to the Privacy Policy.

6.4 Where any Lots sold are found to be subject to a hire purchase or leasing agreement, CVA reserves the right to discharge the existing liability to the finance company concerned remitting any balance, less Seller's Commission and any applicable storage costs, to the Seller, on receipt of a clearance note from the finance company. In the event any shortfall arises, the Seller shall be liable to pay the amount of shortfall and any other costs to the finance company.

6.5 Each Lot shall become the Purchaser's risk and liability from the fall of the hammer or other sale of the Lot howsoever arising, including by private treaty.

6.6 From fall of the hammer, the Lots shall be stored on CVA's Site at all times at the Purchaser's own risk and CVA shall not be responsible for any loss of or damage to any Vehicles or Lots howsoever caused.

6.7 Vehicles are sold with the benefit of any unexpired Vehicle excise licences attached thereto and current MOT certificates relating thereto. It is the Purchaser's responsibility to check these.

## **7. Sales by Private Treaty**

7.1 The Seller shall not remove the Vehicle from an Auction for the purposes of entering into a Sale by Private Treaty with a Bidder to avoid the Auction. If a Vehicle fails to reach its reserve price or the Vehicle or Lot is not sold during the Auction CVA shall be entitled but not obliged, to inform the Seller of the highest bid.

7.2 A Sale by Private Treaty shall occur in any of the following situations:

(a) any sale that arises in connection with the Auction, information, facilities, Site, Vehicles or as a result (directly or indirectly) of the services of CVA or its Auctioneer;

(b) any other sale of the Vehicle which is agreed at the Auction Site but is not a sale that is concluded by the fall of the hammer in the Auction.

7.3 Whenever a Sale by Private Treaty occurs, CVA shall be entitled to charge the Seller, Seller's Commission and the Purchaser, the Purchaser's Premium in relation to the sale.

7.4 CVA may itself accept instructions which results in the sale or purchase of a Vehicle between parties which is not subject to an Auction and is not a Sale by Private Treaty. Such sale is a "Paper Sale" and is, to the fullest extent possible, subject to these Terms and Conditions.

7.5 CVA is not and shall not be deemed to be a party to, or liable upon, a Sale by Private Treaty or a Paper Sale. There shall be no complaint or claim against CVA as a result and CVA shall not incur any liability to any party because CVA has facilitated and/or negotiated a sale and thereafter released the Vehicle to a Purchaser.

## **8 Payments by the Purchaser and Removal of Vehicles**

8.1 All Purchasers are liable to pay a Purchaser's Premium to CVA in respect of their purchase of a Lot. The Purchaser's Premium shall be for the amount set out in Schedule One together with VAT and any other applicable import or export tariffs and shall be payable by the Purchaser before the Lot is removed from CVA's Site.

8.2 Additional fees may apply and will be notified by the Auctioneer and/or by CVA to Purchasers at the start of the Auction.

8.3 Once the hammer has fallen, the Purchaser must immediately pay CVA as agent for the Seller, the full purchase price of the Lot, together with the Purchaser's premium. Time is of the essence for payment.

8.4 If the Purchaser buys more than one Vehicle or Lot, they must pay in cleared funds for all Vehicles and Lots purchased before any of them are removed from the Site.

8.5 Unless otherwise specified, all purchases are subject to VAT and any other customs tariff which shall be payable at the prevailing rate in addition to the value of the purchase.

8.5 Lots purchased for export shall also be charged VAT and other applicable tariffs which shall be repayable on production of unequivocal written evidence that the Lot has been exported, in accordance with applicable HMRC regulations.

8.6 CVA reserves the right to determine what constitutes the correct proof of export of a Lot. This evidence must be received by CVA within 3 months from the date of the sale (or 13 weeks from date of sale).

8.7 The Purchaser must immediately pay the full purchase price plus VAT (less any deposit) and the Purchaser's Premium to CVA's cashier.

8.8 The Purchaser shall not remove any Vehicle or Lot until the full purchase price and Purchaser's Premium and any additional fees have been paid. Provided that full payment has occurred, Vehicles and Lots must be removed by the Purchaser from CVA's Site within 5 Working Days of the Auction date. The Lot will not be released until the Auction has been completed.

8.9 Notwithstanding this clause 8, CVA shall not be liable to the Seller for any default by the Purchaser. CVA gives no guarantee that the successful Bidder for a Lot, or any other person with whom the sale of the Lot is agreed, will make full payment to CVA or to the Seller for the Lot.

## **9. Consequences of Non-Payment by the Purchaser**

- 9.1 If any Lot is not paid for in full and cleared funds and removed by the Purchaser from CVA's Site within 5 days of the Auction, or if the Purchaser is otherwise in breach of these Terms, CVA (as agents of the Seller) in its absolute discretion and without prejudice to any other rights that it and/or its Sellers may have, shall be entitled to exercise one or more of the following rights or remedies:-
- (a) retain the deposit and deem it forfeited by the defaulting Purchaser;
  - (b) proceed against the defaulting Purchaser for damages and expenses (including legal costs). CVA shall have the right to sue for the price of any Lot or any expenses incurred by them in connection with any Lot without the consent of the Seller of the Lot;
  - (c) rescind the sale of the Lot;
  - (d) rescind the sale of any other Lot sold to the defaulting Purchaser at the same or any other Auction and which has also not been paid for in full in cleared funds;
  - (e) terminate the defaulting Purchaser's account and prevent the defaulting Purchaser from attending any further Auctions run by CVA or on its behalf;
  - (f) resell the Lot, or cause it to be resold, by public Auction or private sale. The defaulting Purchaser shall then be liable pay to CVA the costs incurred in connection with the resale plus the value of any shortfall between the amount of the purchase price agreed by the defaulting Purchaser for purchase of the Lot and the price paid upon actual sale of the Lot to a third party, to the extent that any deposit paid by the Purchaser is less than the shortfall;
  - (g) remove, store (either at CVA's Site or elsewhere) and insure the Lot at the expense of the defaulting Purchaser;
  - (h) charge interest at the rate of 2% above the base rate of HSBC plc on all sums due, such interest shall accrue on a daily basis and be compounded quarterly from the expiry of 5 days after the date of the Auction to the date of payment in full for the Lot;
  - (i) retain possession of the Lot and all other Lots from time to time sold to the Purchaser pending payment in full of the Lot;
  - (j) apply any proceeds of sale then due or at any time afterwards becoming due to the defaulting Purchaser on its own sale of goods at a CVA Auction towards settlement of the purchase price of the Lot and exercise a lien on any property of the defaulting Purchaser which is in CVA's possession for any purpose.
- 9.2 If the Vehicle or Lot has not been removed from the Auction Site within 5 Working Days of the Auction, the Seller shall pay storage at a price of £25 per Vehicle or per Lot (whichever is the greater) per Working Day, from the date of the Auction. If the purchase price has not been paid in full, the Seller authorises CVA to sell the Vehicle or Lot and to deduct storage charges and Seller's Commission. The balance of any amount received shall be payable to the Seller.
- 9.3 CVA shall not be liable to the Seller for any difference in the sales value between the Auction and any subsequent sale.

## **10. Terms that Apply to the State and Condition of Vehicles and Lots**

- 10.1 CVA does not act as a bailee or reseller for the Seller, the Bidder nor the Purchaser and does not have title to the Vehicles before the Auction.
- 10.2 All Vehicles and Lots are sold "as seen" subject to all faults and imperfections.
- 10.3 CVA has no authority to, and makes no representation, statement, warranty or guarantee about any aspect of the Vehicles or the Lots including, without limitation as follows:
- (a) their description or the information provided by the Seller. Their inclusion in the Auction does not imply that they are marketable or of satisfactory quality;
  - (b) title to the Vehicle, its history, age, authenticity, origin or ownership;
  - (c) the accuracy of any odometer reading on any Vehicle;
  - (d) whether the Vehicle is subject to an outstanding hire purchase agreement.
- 10.4 Purchasers must satisfy themselves as to the quality and condition of the Vehicles and the Lots, including when making purchases at a distance, whether by means of an agent, or by telephone, internet or otherwise.
- 10.5 Illustrations, photographs and descriptions in catalogues, brochures or online are for general identification only. Purchasers should satisfy themselves prior to the Auction as to the condition of each Lot.

- 10.6 Any reference to the age of a Vehicle in the particulars relating to it is intended to be a reference to the year of first registration of the Vehicle in the United Kingdom.
- 10.7 During the Auction process, any statement by the Auctioneer is a statement of opinion and/or a mere sales puff and cannot be relied upon by the Bidder or the Purchaser who shall use their own judgement as to all matters in relation to the Vehicle or the Lot.
- 10.8 The Auctioneer is acting on behalf of CVA and has no liability in any individual capacity.

## **11. Title, Risk and Removal of Vehicles**

- 11.1 The title (ownership) of a Vehicle or Lot shall only transfer to the Purchaser on the Purchaser's payment in full of cleared funds for the full purchase price for the Lot and the applicable Purchaser's Premium. The Seller retains title to the Vehicle or Lot until full payment for the Vehicle or Lot has been received by CVA.
- 11.2 The risk of each Lot shall remain with the Seller until the risk passes to the Purchaser upon the fall of the hammer. CVA shall have no risk in connection with any Contract for Sale of any Vehicle or Lot.
- 11.3 All Lots shall be removed at the Purchaser's expense upon payment of the purchase price and the Purchaser's Premium in full. In the event that Vehicles or Lots remain, CVA have the right to charge a fee of £25 per Working Day per Vehicle or per Lot whichever is the greater.
- 11.4 Other than in the case of fraudulent misrepresentation, Purchasers buy Lots at their own risk and all rights to return or reject the Vehicles or the Lots or to claim damages or any other remedy from CVA in connection with the Vehicles or Lots are excluded.
- 11.5. The Purchaser of any Vehicle is responsible for complying with all legal requirements as to the construction and use of that Vehicle and for obtaining all certificates, permits and other authorisations necessary before that Vehicle can be used on any public highway.
- 11.6. From the time of the fall of the hammer or other sale of the Lot howsoever arising, the Purchaser shall be liable for any road traffic offences, fines or other breach of any legislation relating to use of the Vehicle following this time.
- 11.7 Every Vehicle is sold in the Auction subject to agreement from the Purchaser that the Vehicle will not be used on public highways within the United Kingdom unless and until it has been put into such condition that it may lawfully be so used. Where a Vehicle is purchased which does not comply with the Road Traffic Acts and/or the Motor Vehicle (Construction and Use) Regulations (as the same may be updated or amended from time to time) and/ or any other legislation applicable to the upkeep, maintenance and/or use of Vehicles, the Purchaser shall not remove it from CVA's Site under the Vehicle's own power. Where a Vehicle is purchased which does not comply with the Health and Safety at Work Act 1974, and/or any other applicable legislation, Purchasers are required to ensure that the use of any such Vehicle at a place of work does not contravene any applicable legislation.

## **12. Safety During the Auction**

- 12.1 In operating the Auction it is necessary for there to be several moving Vehicles at any one time. All persons attending CVA's Site (whether before, during or after the Auction) attend at their own risk. All persons must take all necessary precautions at all times to ensure their own safety whilst on CVA's Site.
- 12.2 Persons under the age of 18 ("minors") are allowed on the Auction Site only under the close supervision at all times of an accompanying adult. The adult must take responsible care of the minors at all times to ensure their safety and shall ensure that such minors only access the main Auction Centre and under no circumstances access the Vehicle Compound or come within close proximity of moving Vehicles.
- 12.3 If Vehicles are demonstrated to Bidders, it is at the Seller's own risk.

## **13. Limitations of Liability**

- 13.1 CVA includes its Auctioneers, employees and sub-contractors in this Clause 13.
- 13.2 CVA is not responsible for any errors of description of the Lot, or for the authenticity of any Lot, or for any misstatement as to any matter affecting the Lot.
- 13.3 CVA shall not be responsible for the theft, loss of, or damage to any Vehicle or Lot during the demonstration of the Vehicle and before, during and after the Auction process. Storage is at Seller's or Purchaser's own risk and CVA shall not be responsible for any theft, loss of or

- damage to any Lots whilst on its Site (or off Site). The Seller or Purchaser is advised to take out their own insurance to cover this eventuality.
- 13.4 All implied conditions and/or warranties in respect of the Vehicles and the Lots are excluded to the maximum extent permitted by law.
- 13.5 CVA shall not be liable as a party to an Auction or Sale by Private Treaty between the Seller and the Purchaser. Neither the Seller nor the Purchaser of the Lot has any legal right of action against CVA, its Auctioneer or its employees and agents in respect of any cause or matter arising out of the sale of the Lot and/or its Contract of Sale. In the event of a dispute the remedy of a Purchaser shall be against the Seller only.
- 13.6 In the event that any warranty is given with any Lot at the time of the sale, it is provided by CVA solely as agent for and on behalf of the Seller. CVA shall not be liable for such warranty however expressed.
- 13.7 Any undertaking by CVA or their employees to take charge of any Lot or Lots after the sale or to despatch them to their destination on the instruction of the Seller shall be solely at the risk and cost of a Seller and shall impose no legal obligation or liability on CVA.
- 13.8 Any undertaking by CVA or their employees to take charge of any Lot or Lots after the sale or to despatch them to their destination on the instruction of the Purchaser shall be solely at the risk and cost of a Purchaser and shall impose no legal obligation or liability on CVA.
- 13.9 Nothing in these Terms excludes or limits CVA's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.
- 13.10 CVA is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Terms, to any Seller, Bidder or Purchaser for any:
- (a) loss of profit;
  - (b) loss of revenue;
  - (c) loss of business;
  - (d) loss of anticipated savings;
  - (e) wasted costs and expenditure incurred in relation to the Auction or their business.
- 13.11 CVA including the Auctioneer is not liable for any indirect, special or consequential loss or damage, howsoever arising.
- 13.12 Subject to Clause 13.9, CVA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Terms shall not exceed amount paid or payable for the Vehicle or Lots.
- 13.13 The Seller, Bidder and Purchaser acknowledge that the Terms are entered into on the basis that CVA excludes and/or limits its liability in accordance with these Terms and that the exclusions and limitations contained in the Terms are fair and reasonable in all the circumstances known at the date of their application.
- 13.14 Each of the limitations and exclusions set out above is to be construed as a separate limitation or exclusion, applying where other limitations or exclusions are held inapplicable or unreasonable, and shall remain in force despite termination pursuant to these Terms.

#### **14. Indemnity**

The Seller, Purchaser and Bidder shall indemnify, hold harmless CVA, its Auctioneer, employees, sub-contractors and agents from any expenses, losses, legal fees, monies, fines, penalties claims and damages howsoever caused in relation to any Vehicle or Lot including from any outstanding Hire Purchase agreement, which has been included in the Auction, Private Treaty Sale, Paper Sale, or stored or located on a CVA Site.

#### **15. Compliance with Legislation**

- 15.1 The Seller, Bidder and Purchaser shall comply with the Bribery Act 2010 and
- (a) shall not, and shall procure that no one associated with them shall commit any bribery offence or any act which would constitute a bribery offence (as defined in the Bribery Act 2010); and
  - (b) shall not do or permit anything to be done which would cause CVA or CVA's Auctioneer, employees, sub-contractors or agents to commit a bribery offence or incur any liability in relation to the Bribery Act;
- 15.2 Any information requested of CVA shall only be supplied in accordance with current Data Protection Law.

- 15.3 The Seller, Bidder and Purchaser shall comply with all applicable Data Protection legislation and shall take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of or damage to any Personal Data within the meaning of the Data Protection Act 2018 and the General Data Protection Regulation.

## **16. Unforeseen Events**

- 16.1 CVA shall not be liable for any loss or damage caused by delay or failure to fulfil its obligations under these Terms where such delay or failure is due to any cause beyond the control of CVA or any party upon which it depends (including (without limitation) acts of God, war or warlike action, civil disorder, insurrections or riots, fire, storm, flood, explosions, earthquakes, epidemics (including coronavirus / Covid-19) or quarantine restrictions, sabotage, government disorders, priorities or regulations affecting materials or facilities, Brexit, court orders, strikes actual or threatened, labour troubles causing cessation, slowdown or interruption of work, failure, cessation or interruption of Auction process, or any delay or cancellation of any commercial air or transport of any service; or any cause to the extent it is beyond CVA's reasonable control). If CVA is prevented from fulfilling its role in the Auction due to any cause beyond its control, the Seller, Bidder or Purchaser may make alternative arrangements. CVA shall not be liable in these circumstances.
- 16.2 The Purchaser must make all payments due before or after the event of force majeure, where the Contract for Sale or private treaty has occurred.

## **17 General Terms**

- 17.1 CVA may assign, transfer, sub-Contract, or in any other manner make over to any third party the benefit and/or burden of this Contract. The Seller, Bidder or Purchaser cannot assign or otherwise transfer this Contract without the prior written consent of CVA.
- 17.2 No variation to this Contract will be valid or binding unless it is recorded in writing and signed by or on behalf of CVA and the other affected party.
- 17.3 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Contract and no third party will have any right to enforce or rely on any provision of this Contract.
- 17.4 CVA's failure at any time to require strict performance of any provision of the Contract shall not waive or diminish CVA's rights subsequently to demand strict performance of any part of the Contract.
- 17.5 Provisions which by their intent or Terms are meant to survive the termination of this Contract will do so.
- 17.6 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract will not be affected.
- 17.7 Any notice to be delivered under this Contract must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified party, or sent by email to an authorised representative. Notices sent by post shall be deemed to be delivered on the second business day after posting; notices delivered by hand will be deemed to have been received at the time the notice is left at the proper address; Notices sent by email will be deemed to have been received on the next business day after transmission, provided that the date and time of transmission can be evidenced.

## **18. The Whole Contract**

- 18.1 The Terms and the documents referred to, contain the whole contract between the parties relating to the Auction and transactions contemplated by the Terms and supersede all previous agreements relating to the Auction.
- 18.2 The Seller, Bidder and Purchaser acknowledge that in agreeing to accept these Terms they have not relied on any representation, promise, statement or warranty or other assurance except those set out in these Terms and the documents referred to in it.
- 18.3 Nothing shall prejudice either party's right to a cause of action in fraudulent misrepresentation.

**19. Applicable Law and Jurisdiction**

The Contract shall be subject to the laws of England and Wales. All parties irrevocably submit to the exclusive jurisdiction of the English Courts.

**SCHEDULE ONE**  
**PURCHASER'S PREMIUM**