

The Garage Queen

Terms and conditions

These terms and conditions are legally binding and govern your use of our services, including our website and our online auction services.

By using our services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our services. If you register with us as a bidder, buyer or seller, we will ask you to expressly agree to these terms and conditions.

These terms and conditions are divided into 4 parts:

- Part 1 – provisions relating to the use of our website and our services generally, including our auction services;
- Part 2 – specific provisions relating to auctions and purchases;
- Part 3 – definitions of terms used elsewhere in these terms and conditions;
- Part 4 – information about contract cancellation rights.

We offer a software platform for the auction and sale of classic cars, automobilia, and other car- and motorbike-related products. We are not a broker or dealer and do not offer, sell or buy products. If you bid in an auction or purchase products through our services, you will be dealing directly with the relevant seller in relation to those products, and not with us. Equally, if you offer to sell or sell products through our services, you will be dealing directly with the relevant buyer or buyers in relation to those products, and not with us. For more information about our role and responsibilities, see *Our role* in Part 2 below.

PART 1: WEBSITE AND SERVICES

Copyright notice

Copyright (c) 2021 The Garage Queen Limited.

We, together with our licensors, own and control all the copyright and other intellectual property rights in our services and the material available through our services.

Subject to the express provisions of these terms and conditions, all the copyright and other intellectual property rights in our services and the material available through our services are reserved.

Permission to use services

You must be at least 18 years of age to use our services; by using our services or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

Subject to this, you may:

- view pages from our website in a web browser;
- download pages from our website for caching in a web browser;
- print pages from our website for your own personal use, providing that such printing is not systematic or excessive;
- stream audio and video files from our website using the media player on our website; and
- use our auction platform services and other services by means of a web browser,

subject to the other provisions of these terms and conditions.

Except as expressly permitted by these terms and conditions, you must not download any material from our services or save any such material to a computer, and you must not edit or otherwise modify any material from our services.

Unless you own or control the relevant rights in the material, you must not: republish material from our services (including republication on another website); sell, rent or sub-license material from our services; show any material from our services in public; exploit material from our services for a commercial purpose; or redistribute material from our services.

We reserve the right to suspend or restrict access to our services, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the services during server maintenance or when we update our software platform. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our services.

Misuse of services

You must not:

- use our services in any way or take any action that causes, or may cause, damage to our services or impairment of the performance, availability, accessibility, integrity or security of our services;
- use our services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- hack or otherwise tamper with our services;
- probe, scan or test the vulnerability of our services without our permission;
- circumvent any authentication or security systems or processes on or relating to our services;
- use our services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware,

computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

- impose an unreasonably large load on our resources (including bandwidth, storage capacity and processing capacity);
- decrypt or decipher any communications sent by or to our services without our permission;
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our services without our express written consent;
- access or otherwise interact with our services using any robot, spider or other automated means, except for the purpose of search engine indexing;
- use our services except by means of our public interfaces;
- violate the directives set out in the robots.txt file for our website;
- use data collected from our services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
- do anything that interferes with the normal use of our services.

You must ensure that all the information you supply to us in connection with any auction through our services, or otherwise in relation to our services, is true, accurate, current, complete and non-misleading.

Registration and accounts

To be eligible for an account (enabling you to bid for lots and buy lots offered through our services) you must be at least 18 years of age.

We reserve the right to request and require that you provide us evidence that you are eligible for an account.

You may register for an account by completing and submitting the account registration form on our website and clicking on the verification link in the email that we will send to you.

User login details

If you register for an account with us, you will be asked to choose a user ID and a password.

Your user ID must not be liable to mislead and must comply with the content rules set out in the *Rules about your content* section below; you must not use your account or user ID for or in connection with the impersonation of any person.

You must keep your password confidential.

You must notify us in writing immediately if you become aware of any disclosure of your password.

You are responsible for use of our services arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

Our rights to use your content

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media, including for the purpose of marketing your lots and our services. You also grant to us the right to sub-license these rights and to bring an action for infringement of these rights.

You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

We reserve the right to edit your content. In relation to material relating to lots and listings that is provided by a seller, we may do so in consultation with that seller, but reserve the right to do so unilaterally. For example, we may exercise this right if we become aware that a listing contains inaccurate information.

Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

Rules about your content

You warrant and represent that your content will comply with these terms and conditions.

Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;

- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be in breach of official secrets legislation;
- be in breach of any contractual obligation owed to any person;
- depict violence in an explicit, graphic or gratuitous manner;
- be pornographic, lewd, suggestive or sexually explicit;
- be untrue, false, inaccurate or misleading;
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- constitute spam;
- be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- cause annoyance, inconvenience or needless anxiety to any person.

Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use our services to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

You must not submit to our services any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Limited warranties

We do not warrant or represent: the completeness or accuracy of the information published through our services; that the material on our services is up to date; that our services will operate without fault; or that our services will remain available.

We reserve the right to discontinue or alter any or all of our services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any services, or if we stop publishing the website.

To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our services and the use of our services.

Limitations and exclusions of liability

Nothing in these terms and conditions will:

- limit or exclude any liability for death or personal injury resulting from negligence;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer with respect to these terms and conditions, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

The limitations and exclusions of liability set out in this section and elsewhere in these terms and conditions: (a) are subject to the foregoing; and (b) govern all liabilities arising under these terms and conditions or relating to our services, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

We will not be liable to you in respect of any loss or damage arising out of any default, or other act or omission, of any seller, bidder, buyer or other user of our services.

We will not be liable to you for any damage to or destruction of any lot, save to the extent that such damage or destruction arising out of our negligence or a breach of our obligations under these terms and conditions.

To the extent that our services are provided free of charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

We will not be liable to you in respect of any losses arising in whole or part from your failure to comply with these terms and conditions.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally

against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of: (a) GBP 500; and (b) the total amount paid and payable to us under the contract.

Indemnity

You hereby indemnify us, and undertake to keep us indemnified, against:

- any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our services, any breach by you of any provision of these terms and conditions, or any breach by you of applicable law;
- any VAT liability or other tax liability that we may incur in relation to any sale, supply or purchase made through or relating to our services, where that liability arises out of your failure to pay or to register to pay any VAT or other tax properly due in any jurisdiction;
- if you are a seller, any claim made against us by a bidder or buyer relating to your failure to sell a lot or perform any contract; and
- if you are a bidder or buyer, any claim made against us by a seller relating to your failure to purchase a lot or perform any contract.

Referrals

We may from time to time refer you to, third party services providers, including concierge services, inspection services and/or escrow services. We are not responsible for the provision of such services, and we will not be liable in relation to any loss or damage arising out of or relating to such services.

You acknowledge that we may receive commission payments or other payments with respect to such referrals.

Third party websites

Our services include hyperlinks to other websites and services owned and operated by third parties; such hyperlinks are not recommendations.

We have no control over third party websites and services and their contents, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

Trade marks

THE GARAGE QUEEN, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

The third party registered and unregistered trade marks or service marks on our services are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

Variation

We may revise these terms and conditions from time to time.

The revised terms and conditions shall apply to the use of our services from the date of publication of the revised terms and conditions on our website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions, subject to the other provisions of this section.

If you are a business seller under a subsisting contract under these terms and conditions:

- we will notify you in writing of any proposed changes to these terms and conditions;
- the date upon which the proposed changes will take effect will be specified in our notice to you, but will not be before the later of: (a) the expiry of a period of 15 days following the date that we give you the notice; and (b) the end of any upcoming auction period and auction period with respect to that contract; and
- you will have the right to terminate a contract under these terms and conditions by giving to us written notice of termination before the expiry of the period specified above, in which case a contract under these terms and conditions will terminate upon the expiry of that period,

but, notwithstanding the foregoing, we may vary these terms and conditions by giving to you written notice of variation if we are subject to a legal or regulatory obligation which requires us to change these terms and conditions in a manner that does not allow us to respect the notice period referred to above, or if we have exceptionally to change these terms and conditions to address an unforeseen and imminent danger related to defending our services or our users from fraud, malware, spam, data breaches or other cybersecurity risks.

Assignment

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Third party rights

A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

Entire agreement

These terms and conditions shall constitute the entire agreement between you and us in relation to your use of our services and shall supersede all previous agreements between you and us in relation to your use of our services.

Law and jurisdiction

These terms and conditions shall be governed by and construed in accordance with English law.

Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

Statutory and regulatory disclosures

We will specify on the website or elsewhere in these terms and conditions the different technical steps you must follow to conclude a contract under these terms and conditions, and also the technical means for identifying and correcting input errors prior to the placing of your order.

We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

These terms and conditions are available in the English language only.

Our details

This website is owned and operated by The Garage Queen Limited.

We are registered in England and Wales under registration number 13070918, and our registered office is at Unit 20, The Circle, Queen Elizabeth Street, London, England, SE1 2JE.

You can contact us: by post, to the postal address given above; using our contact form; by telephone, on the contact number published on our website; or by email, using the email address published on our website.

PART 2: AUCTIONS AND PURCHASES

Contracts

Each time we agree to publish a listing on your behalf through our services, that will constitute a distinct and separate contract between you and us under these terms and conditions.

Becoming a seller

To request the opportunity to become a seller and offer one or more lots through our services, you must first complete and submit the seller form on our website.

We will get in touch with you following receipt of the submitted form. We may accept or reject a request to sell through our services in our sole discretion.

Seller obligations

Sellers must ensure that listings for lots are true, fair, current, complete and accurate in all respects. A seller must notify us immediately if the seller becomes aware of any listing that does not comply with this requirement.

If you are a seller, you warrant to us that you are legally entitled, under all applicable laws, to auction and sell any product that you request we make available for auction and/or sale through our services, whether as principal or agent; and that you are legally entitled to sell such products with full title guarantee, free from all encumbrances, liens, charges and claims (including those relating to third party finance for the lot).

Sellers also warrant to us that they have complied and will comply with all applicable laws affecting a lot and relating to the import and export of the lot, and the taxation and payment of duties with respect to the lot.

We may at any time require that a seller supplies evidence of the seller's bona fides and/or ownership of any lot including, in the case of vehicles, logbook copies. A seller must provide the requested evidence within 7 days following the date of our request.

Lots

All lots offered through our services must be approved by us. In general, we will only approve the following categories of product: cars, motorbikes, vehicle parts and automobilia generally.

You must not advertise, buy, sell or supply through our services any product that:

- breaches any law, regulations or code, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law;
- consists of or contains material that would, if published on our website by you, contravene the provisions of *Misuse of services* or *Rules about your content* sections; or
- is or relates to: drugs, narcotics, steroids or controlled substances; pornography; obscene, indecent or sexually explicit materials; knives, swords, firearms or other weapons; ammunition for any weapon; items that encourage or facilitate criminal acts or civil wrongs; or items that encourage or facilitate the infringement of any intellectual property right.

Listings

You acknowledge that information in listings is provided by sellers, and accordingly we give no representations or warranties in relation to such information. In particular, we do not represent or warrant that such information is true, fair, current, complete and accurate.

The colour of a lot may be inaccurately represented in photographs included in the listing.

You acknowledge that listings and the information contained in listings may change during the upcoming period, auction period and or purchase now period. Buyers should monitor listings for such changes.

Subject to the other provisions of these terms and conditions, we reserve the right to reject, unpublish and/or delete any listing that breaches these terms and conditions or that do not meet any additional guidelines for listings published on our website.

Prominence and marketing

The main parameters that determine the relative prominence of auctions when users search for listings or browse the listings categories are as follows:

- in relation to listing searches, the extent to which the relevant title and description matches the relevant search terms; and
- in relation to listing category browsing, the chronological age of the listing and the filters applied by the user (such as country, car, make or part).

We may market particular lots made available through our services using third party platforms and social media networks, such as PistonHeads, Instagram, Facebook, YouTube, Tik-Tok and Twitter.

Reserve price

Our acceptance of any request to sell via our services will be subject to the agreement of a reserve price for the relevant lot.

The seller may request that we reduce or waive a reserve price during the auction by notifying us via email; we will usually agree to such a request but have no obligation to do so.

We give no warranties or representations as to the success of any auction or the selling price of any lot.

Bidders and buyers

We do not provide advice to bidders or buyers relating to lots.

Bidders and buyers are responsible for ensuring that they are happy with the description/images for lots and should carry their own independent research prior to placing a bid.

We strongly encourage bidders and buyers to go view auction lots in person.

Bidders and buyers must satisfy themselves as to all aspects and elements of each lot. In the case of vehicles, this includes authenticity, quality and condition, replacement parts, history and damage, roadworthiness, accessories and market value.

We do conduct HPI checks on cars and motorbikes offered as lots to check that the vehicle is HPI clear and does not have any outstanding finance. However, for certainty we also encourage bidders to conduct their own additional HPI check.

Before bidding on or purchasing a lot, non-expert buyers should seek independent professional advice on the relevant lot and in particular its market value.

All bidders and buyers shall be deemed to act as principal and not agent.

Auction process

Our auctions work as follows:

- a listing will be published for a upcoming auction period, usually 7 days, during which website visitors may view listing information relating to the lot and registered users may communicate with the seller;
- at the end of the upcoming auction period, the auction period will begin; again, this is usually 7 days;
- during the auction period, an "open ascending price auction" or "English auction" will be administered by our platform: the lot will have a starting price, and the starting price or current bid will be displayed on the auction page; registered users may place bids for the lot, providing that each bid must exceed the starting price / current bid;
- by placing a bid, a user makes a legally-binding commitment to pay the bid price for the lot in the event that that is the winning bid;
- in addition, by placing a bid the user commits to paying the buyer's premium to us, either in the event that that is the winning bid or in the other circumstances described in these terms and conditions;

- bidders must provide their credit or debit card details, and we will place a hold on that credit or debit card for an amount equal to the buyer's premium;
- once placed, bids cannot be withdrawn, suspended or qualified by the bidder; accordingly, you must not bid for a lot unless you have the necessary funds;
- at the end of the auction period, the highest bid will win the auction, at which point a contract for the sale and purchase of the lot between the seller and the winning bidder will come into force, and the bidder will be liable to pay the winning bid price to the seller under that contract, and the buyer's premium to us under these terms and conditions; in the event of any dispute regarding the identity of the winning bidder, we may determine this in our absolute discretion;
- if there are no bidders during the auction period, or the highest bid does not meet the reserve price, then unless we have agreed otherwise with the seller the lot will be available for purchase at the reserve price during the purchase now period, again usually 7 days.

Sellers may not withdraw lots from an auction during the upcoming auction period or the auction period. If a seller acts or purports to act in breach of this paragraph, the seller must pay us liquidated damages equal to the buyer's premium (calculated using the reserve price, or if there is no reserve price the minimum buyer's premium).

We may reject or cancel any bid, withdraw any lot, cancel any auction at any time before its conclusion, and/or cancel any purchase now period, in each case in our sole discretion with or without notice or explanation. For the avoidance of doubt, if a lot is withdrawn or an auction is cancelled there will be no winning bid and no contract of sale between the seller and any bidder.

We also reserve the right to extend any auction period. For example, we may extend an auction period if the auction has been disrupted by technical issues.

Auction abuse

You must not make any auction bid that constitutes a criminal offence.

You must not bid in your own auctions, whether directly or indirectly through another person; and you must not bid in any auction where you are related to the seller or have any association with the seller.

You must not enable, encourage or permit any person to whom you are related, or with whom you have an association, from bidding in your own auctions.

You must not fraudulently or artificially inflate or seek to inflate the bid price of any lot during an auction.

You must not buy or sell or attempt to buy or sell any lots outside the platform during the upcoming auction period, the auction period or any purchase now period. Any seller that sells or attempts to sell any lot outside the platform in

breach of this paragraph must pay to us an amount equal to the buyer's premium with respect to the lot.

Buyers and sellers who engage in or attempt to engage in deals outside of the platform may be banned from the platform.

We will usually reject or cancel a bid if we reasonably believe that that bid was made in breach of these terms and conditions.

If you learn of any unlawful material on our website or any unlawful activity on our services, or any material or activity that breaches these terms and conditions, please let us know. You can let us know about any such material or activity by email or using our abuse reporting form.

Auction data

If you are a seller, you may during an auction period access the following categories of information provided or generated by you or other users in the course of using our services: the number of bids on a lot, the current bid for a lot and the number of users watching the auction.

You will have no contractual right under these terms and conditions or otherwise to access information provided or generated by you or by other users when using our services, except as specified in this section.

T&Cs for seller-buyer contracts

Sellers may provide legal notices to us for publication as part of a listing.

A seller must ensure that:

- the seller's legal notices are sufficient to meet the seller's legal disclosure obligations and other legal obligations; and
- the seller complies with all other laws applicable to their listings and sales, including where applicable the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002.

Except to the extent that a buyer and seller expressly agree otherwise (but subject to the mandatory requirements of applicable law), the following provisions will be incorporated into the contract of sale and purchase between the buyer and the seller:

- the price for a lot sold by auction will be the successful bid price at the end of the auction period, and the price for lots sold in the purchase now period will be as stated through our services when the parties enter into the contract of sale and purchase;
- the price must be paid by the buyer to the seller in cleared funds within 7 days following the contract date;
- the seller must acting reasonably make the lot available to the buyer, and the buyer must collect the lot from the seller, within the period of 7 days

following the contract date; if the seller incurs additional storage costs as a result a failure of the buyer to collect the vehicle within this period, the buyer must compensate the seller for those costs insofar as they are reasonable;

- VAT due to the taxation authorities in the seller's jurisdiction will only be payable by the buyer if this is expressly and clearly stated in the listing;
- buyers are responsible for complying with any applicable export or import laws and paying any applicable custom duties relating to the collection or delivery of a lot;
- if the seller agrees to deliver the lot to the buyer, any delivery charges or related charges will only be payable by the buyer if this is expressly and clearly stated in the listing;
- if the seller agrees to deliver the lot to the buyer, the delivery must be made within 30 days following the date the contract of sale comes into force and appropriate means of delivery of products must be used by the seller;
- lots are offered and sold on an "as is" basis, subject to the warranties specified in the listing or mandated by law, if any;
- risk in and title to a product shall pass from the seller to the buyer on the later of: (a) the payment of all amounts due to be paid by the buyer to the seller with respect to that product; and (b) the collection of the product by the buyer or delivery of the product to the buyer;
- if a buyer resells or otherwise disposes of any lot, or purports to resell or otherwise dispose of any lot, the buyer shall hold the proceeds of resale or other disposition on trust for the seller.

Both buyers and sellers undertake to comply with the agreed terms and conditions of sale and purchase as well as these terms and conditions.

Buyers and sellers agree that, where required by law, the provision of Part 4 shall apply to contracts of sale made through our services.

Registration numbers

A seller wishing to retain a vehicle registration number for a vehicle offered through the platform must both notify us of this (before the start of the upcoming auction period) and ensure that this is specified in the relevant listing. In these circumstances, the seller must complete the registration number retention documentation prior to the upcoming auction period, and the vehicle must be offered with a new V5c and a new registration number from the DVLA.

Buyer's premium

Successful bidders and buyers must pay us the applicable buyer's premium.

Sellers acknowledge and agree that we will retain the buyer's premium with respect to any lots sold via our services.

The buyer's premium must be paid by credit or debit card through our designated payment services provider.

We may vary the amount of the buyer's premium by updating these terms and conditions. If we vary the amount of the buyer's premium, this will not affect any lots that are within an upcoming auction period, auction period or purchase now period.

Upon the submission of a bid, the buyer must provide the buyer's payment card details to us, and we will reserve a deposit with respect to the buyer's premium.

If the buyer wins an auction, or purchases a lot during a purchase now period, we will automatically deduct the buyer's premium from the payment card provided.

Buyer's premium payments are non-refundable, irrespective of whether a party subsequently cancels the underlying contract and irrespective of whether a party is entitled to, or receives, a refund in respect of such a contract.

If you are a consumer (that is, an individual acting wholly or mainly outside your trade, business, craft or profession) you may have a right to cancel contracts entered into at a distance under the applicable distance selling laws. However, by agreeing to these terms and conditions, you agree that we may begin the provision of our services before the expiry of the usual 14-day post-contract cancellation period and you acknowledge that, as we will only receive payment of the buyer's premium after we have fully performed our services, you will have no right to cancel the contract between us with respect to that payment, or to receive a refund of that payment under the applicable distance selling laws.

Taxation

Unless the context requires otherwise, all amounts stated in these terms and conditions or on our website are stated exclusive of any applicable VAT.

Promptly following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made under or in relation to these terms and conditions. We may supply such information and/or documentation to relevant government and tax authorities.

To the extent required by applicable law, sellers must register with relevant tax authorities and pay all relevant taxes in relation to the seller's sales using our services.

You acknowledge that if we are required by applicable law to collect or deduct any VAT-related or other tax-related amounts with respect to payments made by a buyer to a seller with respect to a lot auctioned or sold through our services, then the seller must indemnify us with respect to such amounts. You must pay such amounts to us within 7 days following the date that we issue a demand for the same, and we may remit such deducted amounts to the relevant government or tax authorities. Without prejudice to our other rights under these terms and conditions, we may deduct such amounts from payments due to the seller under these terms and conditions.

Payments

You must make any payments due to us under these terms and conditions in accordance with the instructions on our website.

If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

- an amount equal to the amount of the charge-back;
- all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
- an administration fee of GBP 100 plus any applicable VAT; and
- all our reasonable costs, losses and expenses incurred in recovering these amounts (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back.

If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of our services to you. We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

Suspension and restriction

If you are a business seller and we decide to suspend and/or restrict our services to you: (a) we will provide to you contemporaneous or prior written notice of the suspension and/or restriction; (b) alongside that notice, we will provide to you a statement of the reasons for the suspension and/or restriction, unless we are under a legal or regulatory obligation not to do so; and (c) if you would like to contest the suspension and/or restriction, you may do so by writing to us using the contact details set out in these terms and conditions.

Subject to the other provisions of this section, if we decide to suspend and/or restrict our services to you, we may do so at any time in our sole discretion with or without notice to you.

Where we suspend or restrict access to our services, you must not take any action to circumvent such suspension or restriction (including without limitation creating and/or using a different account).

Termination

We may terminate a contract under these terms and conditions at any time in our sole discretion by giving to you written notice of termination, except as specified in this section.

You may terminate a contract with us under these terms and conditions at any time by sending us notice of termination, except that: (a) if you are a seller, you may not terminate a contract during any upcoming auction period, auction period or purchase now period; and (b) if you have bid on an auction, you may not withdraw your bid or terminate a contract with respect to that bid.

If you are a business seller, we may only terminate a contract under these terms and conditions in the following circumstances:

- you breach these terms and conditions or act inconsistently with the spirit of these terms and conditions;
- you breach any applicable laws, infringe the legal rights of any person or create legal liabilities for us or any other person, in each case in relation to your use of our services;
- you abuse our systems, our users or our personnel;
- you are or become insolvent, bankrupt or unable to pay your debts as they fall due;
- you do not respond within 90 days, substantively and reasonably, to communications that we send to you via our website or by email soliciting a response;
- you do not log into our services during a period exceeding 90 days;
- we decide to cease publishing our website or providing our services; or
- we decide to make fundamental changes to our services.

If you are a business seller and we decide to terminate a contract under these terms and conditions:

- we will provide to you at least 30 days' prior written notice of the termination, except in the circumstances set out in below;
- alongside that notice, we will provide to you a statement of the reasons for the termination, unless we are under a legal or regulatory obligation not to do so; and
- if you would like to contest the termination, you may do so by writing to us using the contact details set out in these terms and conditions,

providing that the notice period set out above will not apply if we are subject to a legal or regulatory obligation which requires us to terminate the provision of the whole of our services to you in a manner which does not allow us to respect the specified notice period; nor will it apply if we exercise a right of termination under an imperative reason pursuant to applicable national law; nor will it apply if we can demonstrate that you have repeatedly infringed these terms and conditions. If the notice period set out above does not apply, we will nonetheless provide to you, without undue delay, a written statement of reasons for our decision to terminate.

Our role

You acknowledge that:

- we do not definitively confirm the identity of our service users, check their credit worthiness or bona fides, or otherwise vet them;
- we will not necessarily audit or verify the information contained in listings;
- we are not party to any contract for the sale or purchase of products advertised or auctioned through our services;
- we are not involved in any transaction between a buyer and a seller in any way, save that we provide an online auction and purchase platform for sellers, bidders and buyers,

and accordingly, we will not be liable to any person in relation to the offer for sale or sale or purchase of any lots advertised through our services; furthermore, we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or purchase of any lots and we will have no obligation to mediate between the parties to any such contract.

You further acknowledge that, unless we have specifically agreed with you otherwise, we will not be responsible for collecting or delivering any vehicle or other lot auctioned or purchased by means of our services.

PART 3: DEFINITIONS

The following words and phrases used in these terms and conditions have the meanings set out below.

"auction"	means the process of buying and selling products, via our services, by offering them up for bids, taking bids, and then selling the item to the highest bidder
"auction period"	means the period of an auction that we agree with the relevant seller following the end of the upcoming auction period, or in the absence of such agreement the period of 7 days following the end of the upcoming auction period
"automobilia"	means things relating to motor vehicles, including collectable objects associated with motor vehicles or the history of motoring
"bid"	means an offer to purchase a vehicle or automobilia at a specified (and "bidder" shall be construed accordingly")
"business seller"	means any seller which, through our services, offers products or to consumers for purposes relating to the seller's trade, business, craft or profession
"buyer"	means a person who has registered with our services and places the highest bid on a lot during the relevant auction

	period; or, during a purchase now period, agrees to buy the lot at the published price
"buyer's premium"	means an amount equal to the greater of: (a) 3% of the sale price; and (b) the applicable minimum buyer's premium (plus any applicable VAT due to us)
"contract date"	means, in the case of lots sold by auction, the end of the auction period and, in the case of lots sold during the purchase now period, the date upon which the buyer commits to purchasing the lot
"listing"	means all the information relating to a lot that is published through our services
"lot"	means a vehicle, automobilia or other items related to a vehicle offered for sale at auction and/or during a purchase now period
"minimum buyer's premium"	means an amount equal to: (a) with respect to lots consisting of or including vehicles: GBP 300 in the case of sales in GBP, or EUR 300 in the case of sales in EUR, or USD 300 in the case of sales in USD; and (b) with respect to other lots: GBP 150 in the case of sales in GBP, or EUR 150 in the case of sales in EUR, or USD 150 in the case of sales in USD
"our services"	means our website and the online auction platform services and other services we make made available through our website
"our website"	means the website we publish at https://www.thegaragequeen.com and any successor website we may publish from time to time
"purchase now period"	means, with respect to a lot that does not sell during the auction period, the period starting at the end of the auction period and ending 7 days (or such other period as we may agree with the seller in writing) after
"reserve price"	means the reserve price that we agree with a seller with respect to a lot; a successful bidder must bid the reserve price at a minimum
"sale price"	means, with respect to auctions, the final hammer price for a lot, and with respect to purchases, the published purchase price
"seller"	means a person who has registered with our services and request that we make available one or more lots for auction and/or sale through our services, whether acting as principal or agent
"upcoming auction period"	means, with respect to a lot, the period starting when the listing for the lot is published on our website and ending at the start of the auction period (being a period of 7 days or

	such other period as we may agree with the seller in writing)
"your content"	means: (a) with respect to sellers, all lot and listings material that you supply to us; and (b) all other all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our services for processing, storage, transmission, publication or any other use

PART 4: CANCELLATION RIGHTS

Application of Part

This Part applies in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

This Part will apply to some contracts between a buyer and a seller made through our services, but not to all such contracts. Most importantly, this Part will not apply:

- if the contract is not a "distance contract" within the meaning of those Regulations (that is, "a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded"); or
- to a "public auction" within the meaning of those Regulations (that is, "a method of sale where (a) goods or services are offered by a trader to consumers through a transparent, competitive bidding procedure run by an auctioneer, (b) the consumers attend or are given the possibility to attend in person, and (c) the successful bidder is bound to purchase the goods or services").

Right to withdraw or cancel

Where this Part applies to a contract between a buyer and a seller, the buyer may withdraw an offer to enter into a contract with a seller through our website or cancel a contract entered into with a seller through our website (without giving any reason for the withdrawal or cancellation) at any time within the period:

- beginning upon the submission of the buyer's offer; and
- ending at the end of 14 days after the day on which the goods come into the buyer's physical possession or the physical possession of a person identified by the buyer to take possession of them (or, if the contract is for delivery of multiple goods or pieces of something, 14 days after the day on which the last of those goods or pieces comes into the buyer's physical possession or the physical possession of a period identified by the buyer to take possession of them).

How to withdraw or cancel

In order to withdraw an offer to contract or cancel a contract on the basis described in this Part, the buyer must inform the seller of the buyer's decision to withdraw or cancel (as the case may be).

The buyer may inform the seller by means of any clear statement setting out the decision. In the case of cancellation, the buyer may inform the seller using any cancellation form that the seller makes available to the buyer. To meet the cancellation deadline, it is sufficient for the buyer to send the communication concerning the exercise of the right to cancel before the cancellation period has expired.

Return of products

If the buyer cancels a contract on the basis described in this Part, the buyer must send the products back to the seller (to the address specified by the seller on our website) or hand them over to the seller or a person authorised by the seller to receive them. The buyer must comply with this obligation without undue delay and in any event not later than 14 days after the day on which the buyer informs the seller of the decision to cancel the contract. The buyer must pay the direct cost of returning the products.

Refund

If the buyer cancels an order in accordance with this Part, the buyer will receive from the seller a full refund of the amount you paid to the seller in respect of the order including the costs of delivery to the buyer, except:

- if the buyer chose a kind of delivery costing more than the least expensive kind of delivery that the seller offers, the seller reserves the right to retain the difference in cost between the kind of delivery the buyer chose and the least expensive kind of delivery that the seller offer; and
- as otherwise provided in this Part.

If the value of the products returned by the buyer is diminished by any amount as a result of the handling of those products by the buyer beyond what is necessary to establish the nature, characteristics and functioning of the products, the seller may recover that amount from the buyer up to the contract price. The seller may recover that amount by deducting it from any refund due to the buyer or require the buyer to pay that amount directly to the seller. Handling which goes beyond the sort of handling that might reasonably be allowed in a dealership or shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes.

The seller will refund money using the same method used to make the payment unless the buyer has expressly agreed otherwise. In any case, the buyer will not incur any fees as a result of the refund.

Unless the seller has offered to collect the products, the seller will process a refund due to the buyer as a result of a cancellation on the basis described in this Part within the period of 14 days after the day on which the seller receives the returned

products or (if earlier) after the day on which the buyer supplies to the seller evidence of having sent the products back. If the seller has not sent the products at the time of withdrawal or cancellation or has offered to collect the products, the seller will process a refund due to the buyer without undue delay and, in any case, within the period of 14 days after the day on which the seller is informed of the withdrawal or cancellation.

Additional exceptions

The buyer will not have any right to cancel a contract as described in this Part insofar as the contract relates to:

- the supply of any sealed audio recordings, sealed video recordings or sealed computer software which have been unsealed by the buyer;
- the supply of newspapers, periodicals or magazines, with the exception of subscription contracts for the supply of such publications;
- the supply of goods which are liable to deteriorate or expire rapidly;
- the supply of non-prefabricated goods that are made on the basis of an individual choice of or decision by the buyer, or goods that are clearly personalised;
- the supply of goods which are, according to their nature, inseparably mixed with other items after delivery.