

Our Terms

1. About us

- 1.1. We are Fine Car Company Ltd (trading as “Fine Car Co”), a company registered in England and Wales. Our company registration number is 13197656 and our registered office is at 1a Kingsley Way, London, United Kingdom, N2 0FW, and references to “**us**” or to “**we**” (or “**our**”) are to be construed accordingly. Reference to “**you**” is to you as a User of our Site (and reference to “**your**” shall be construed accordingly).
- 1.2. You can contact us by email at: info@finecarco.com
- 1.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at registration.

2. Interpretation

- 2.1. In these Terms (as defined below):

Affected Party has the meaning given to it in clause [18.4](#);

Accessory Sale Items means any Sale Items posted for sale on our Site as items for sale separate from any Vehicle that are used with or relate to any motor vehicle but that are not, themselves, a motor vehicle (for example, tyres, wheel rims, motor or vehicle body parts, number plates, accessories and manuals);

Available For Bid Period has the meaning given to it in clause [7.3](#);

Buyer means a User who has registered with us and who submits any bid on our Site for the purchase of any Sale Items;

Buy Now means the (non-auction) means of a Buyer offering to buy a Sale Item, as further described in clause [7.6](#);

Content means any text, image, video, audio or other visual or non-visual content, including any software or other information or material (including any metadata in such regard);

Force Majeure Event means any circumstance not within a party’s reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- (h) interruption or failure of utility service.

Intellectual Property Rights means rights such as copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Reserve Shortfall has the meaning given to it in clause [7.5.1](#);

Sale Completion Arrangement means the actions and other arrangements reasonably required to be taken and/or satisfied by the Seller and/or the Buyer in order to complete the sale and transfer of possession of the corresponding Sale Item at its corresponding successful bid price that was achieved during the corresponding Available for Bid Period or at the price agreed between the Buyer and the Seller pursuant to our Buy Now service;

Sale Items means the Vehicles and Accessory Sale Items submitted to us for posting on our Site by the corresponding Seller;

Seller means a User who has registered with us and we have accepted to post Sale Items for sale by that User on our Site;

Site has the meaning given to it in clause [3.1](#);

Trade Seller means a Seller who is not acting as a consumer and/or is selling in the course of its trade or business;

User means any person accessing, browsing or otherwise using our Site or any of its Content, including any Buyer or Seller;

Vehicle means any motor car, motorbike or other personal transport motor vehicle posted for sale on our Site;

Working Days means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

the words “**in writing**” or “**written**” includes email communication;

unless the context otherwise requires: words in the singular shall include the plural and in the plural shall include the singular; a reference to one gender shall include a reference to the other genders;

reference to a “**person**” includes a natural person, firm, corporate or unincorporated body and partnership (whether or not having separate legal personality);

any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

“**bid**” shall mean a User making a offer to buy a Sale Item at the price offered by that User during its corresponding Available for Bid Period (and “**bidding**” shall be construed accordingly); and where a bid is referred to as being “**successful**”, that means that the bid was the highest price for the Sale Item offered during the corresponding Available For Bid Period (including the amount of any Reserve Shortfall) and satisfies any applicable reserve price for that Sale Item.

3. Our Terms

3.1. These Terms (as varied from time to time) (these “**Terms**”) explain how you may use our website at www.finecarco.com (the “**Site**”) and set out how we provide services to you on our Site. In addition to these Terms, the following terms also apply to your use of our Site:

3.1.1. our privacy policy, which sets out how we handle your personal information; and

3.1.2. our cookie policy, which set outs information about cookies on our Site.

Our prevailing privacy and cookie policy may be found at www.finecarco.com/pages/privacy-policy and www.finecarco.com/pages/cookie-policy.

3.2. Please read these Terms carefully before using our Site. They tell you who we are, how we will provide services to you, how you and we may change or end the arrangement between you and us, what to do if there is a problem and other important information.

3.3. By accessing or using our Site or otherwise indicating your consent, you confirm that you accept these Terms (and the documents referred to in them) and that you agree to comply with them.

3.4. If you do not agree to these Terms, you must not use our Site.

4. Using Our Site - conditions of use

4.1. You must be at least 18 years old to use our Site.

4.2. As a condition of your use of our Site, you agree not to use our Site for any purpose that is unlawful under any applicable law or is prohibited by these Terms or is otherwise dishonest, misleading or otherwise represents or might represent a use of our Site that we consider, at our absolute discretion, to be inappropriate or unreasonable (including, but not limited to: using our Site to distribute viruses or malware or other similar harmful software code; unsolicited advertising or promotion; phishing, in any manner intended to disrupt the operation of our Site or our business; threatening, abusing, harassing any User or intruding on the privacy of any User; invading the privacy of any other user; seeking to circumvent the cancellation of your account by us by opening a new account by representing yourself to be a different User).

4.3. In order to safeguard reasonably our legitimate interests and those of other Users, we may prevent or suspend your access to our Site immediately without notice if you do not comply with any part of these Terms or policies to which they refer or any applicable law. We will notify you in writing as soon as is reasonably practicable of our decision to suspend your access to our Site.

4.4. For the avoidance of any doubt, we confirm that your inalienable statutory rights as a consumer are not affected in relation to your use of our Site and that, to the extent that any of such statutory rights are applicable in relation to your use of our Site, in the event of any conflict between these Terms and any of such statutory rights, your statutory rights shall prevail.

4.5. The information you submit to us, including as part of your registration or use of our Site, and any description you give or approve in respect of any Sale Item you seek to sell using our Site, must be truthful, accurate and not materially misleading.

4.6. If you are a Seller, you must have full legal and beneficial ownership of the Sale Items you are seeking to sell or be otherwise lawfully authorised to sell the Sale Items. If the Vehicle is subject to any third party interest (e.g. finance) the nature and value of such interest must be confirmed to us prior to posting the Sale Items on our Site and be satisfied by you as part of the corresponding Sale Completion Arrangement.

4.7. Without prejudice or limitation to our other rights at law, to the fullest extent permitted by law you will indemnify and keep us indemnified against any direct losses, costs, expenses, including reasonable legal fees, that we incur due to any breach by you of these Terms.

5. Our role and responsibility

- 5.1. Our role and responsibility is limited to providing an online platform to Users, so that a Seller may notify other Users of our Site of that Seller's Sale Item for sale, and that other Users may (if they choose to) bid to purchase such Sale Item.
- 5.2. We do not undertake any inspection, verification or enquiries with regard to any Seller, Buyer or any Sale Items or the information that any Seller, Buyer or User of our Site provides us, save that we may (for our own purposes only and without creating any obligation, responsibility or liability to do so) conduct (or procure) a check to see whether the registration name and address and any payment details that you have provided for your User registration process described below corresponds to a valid name/ address or payment card or account. We may choose to conduct other checks as we see fit in relation to any Sale Item (for our own purposes only and without creating any obligation, responsibility or liability to do so).
- 5.3. Accordingly, to the fullest extent permitted by applicable law, any transaction that you decide to enter into in relation to any Sale Item is done entirely at your own risk, including with regard to any aspect of the Sale Item including the age, condition, quality, completeness, fitness for purpose, merchantable authenticity, provenance or origin of any Sale Item and/or with regard to the satisfaction of any obligation of any Seller to any Buyer or any Buyer to any Seller in respect of or in connection with any Sale Items and we shall have no liability to you in such regard.
- 5.4. Although we may assist Sellers in the presentation of their postings for their Sale Items on our Site (including the description of such Sale Items), it remains the Seller's sole responsibility to ensure that all information posted on our Site with regard to its Sale Items are accurate and not misleading.
- 5.5. Photographs and illustrations used for the Sale Items are for identification purposes only and they may not show the true condition and colour (which may be inaccurately reproduced) of the Sale Items. Accordingly, to the fullest extent permitted by law, we shall not be responsible or liable to any User for any inference taken by or belief or understanding of any User from any photograph or other image or description of any Sale Items on our Site.
- 5.6. We highlight that:
 - 5.6.1. we do not act as an agent for any Seller, Buyer or other User;
 - 5.6.2. we do not hold title of ownership or any other beneficial interest in any Sale Item or have any Sale Item in our possession or control;
 - 5.6.3. the offers for sale of any Sale Items are offers being made by the corresponding Seller and, accordingly, such offers are not being made by us with regard to such Sale Items and we do not sell, buy or exchange any Sale Items;
 - 5.6.4. we are not a party to or involved in the process or related contract of sale by which any Seller and Buyer may transact for the sale and purchase between themselves of any Sale Items (save for providing our Site by which potential Sellers and potential Buyers may identify each other with regard to corresponding Sale Items being offered for sale by the relevant Seller);
 - 5.6.5. if you are a Seller, you are solely responsible for the factual accuracy of, and for any judgments or opinions expressed in, the description of each Sale Items entered by you, and for any error, misstatement or omission of information in that description, as well as the condition, authenticity and quality of such Sale Items; and
 - 5.6.6. to the fullest extent permitted by law, we have no liability or responsibility to you with regard to any Sale Item that you might choose to bid for or purchase and we shall have no duty to any User to investigate the accuracy of the description of any Sale Items provided by or on behalf of any Seller.

6. Getting Started

6.1. Registration

- 6.1.1. You must register to use our Site, and you may do this by visiting www.finecarco.com/account/register. The information requested will include information used to create a unique account for you and to record the means by which you will pay any of our fees that are applicable to you in accordance with these Terms.
- 6.1.2. You may start to use our Site once we confirm to you by email that your registration has been successful.

6.2. Passwords

- 6.2.1. You must not disclose to any third party any User name, password or any other piece of information that you select or are provided with for security and identification purposes in relation to our Site.
- 6.2.2. At any time and without prior notice to you, we have the right to disable any User's User name and/or password if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms.
- 6.2.3. If you know or suspect that anyone other than you knows your User name or password, you must promptly notify us.

7. Posting Sale Items For Sale on our Site

7.1. Our Auction Service

- 7.1.1. Please refer to our guide to using our Site and posting Sale Items for Sale and bidding for Sale Items on our Site at <https://www.finecarco.com/document/299/guide-to-selling-at-auction>.

- 7.1.2. If you are a Seller:
- (a) by using our Site to seek to sell your Sale Items, you shall be deemed to represent and warrant to us that: you are the sole legal owner of such Sale Items and/or that you have the lawful authority to sell such Sale Items posted for sale on our Site; and the sale of such Sale Items to the successful Buyer will be free of any third party rights or interests, charges or other encumbrances; and that you will transfer title and physical possession to the corresponding Sale Items on such basis to the Buyer;
 - (b) you shall ensure that the advertised mileage can be exceeded by no more than 200 miles at the point of collection by the Buyer; and
 - (c) you shall notify (before the Available For Bid Period) us in writing of any material alterations to the Sale Items of which you are aware, and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Sale Items, and provide us with all such information in your possession or control.

7.2. Posting your Sale Items for Sale

- 7.2.1. We will review your description of your proposed Sale Items and notify you reasonably promptly to confirm whether we have accepted the Sale Item to be offered for sale by you on our Site.
- 7.2.2. There will be a pre-auction period (i.e. before the start of a corresponding Available For Bid Period) where details of your Sale Items that we have approved to be posted on our Site will be available to be viewed on our Site (under a “Available Soon” banner) before such Sale Items are made available to be bid for during their corresponding Available For Bid Period.
- 7.2.3. We give no warranty or representation as to the anticipated or likely selling price of any Sale Items and, to the fullest extent permitted by law, any implied duty or obligation is hereby expressly excluded. Any estimate given by us, whether written or oral, as to the estimated selling price of any Sale Item is a statement of our belief only in such regard, which may change at our absolute discretion, and is not intended and shall not be construed to represent advice of any kind and should not be relied upon by you with regard to the selling price for the Sale Item.

7.3. Available For Bid Period

- 7.3.1. After your Sale Items are accepted by us for posting on our Site as being available for sale by you on our Site, you shall be deemed to have agreed with us not to make those Sale Items available for sale by means other than our Site for a minimum period of 14 days plus any extension of that period that you and we agree (together the “**Available For Bid Period**”) so as not to undermine the meaningfulness and effectiveness of the bidding process by other Users using our Site for the sale and purchase such Sale Items.

7.4. Reserve Price for Sale Item

- 7.4.1. As a Seller, you may notify us of the reserve price that you would like to set for your corresponding Sale Items. A reserve price shall only be applicable to its corresponding Sale Item once it is agreed by us in writing, where after you may reduce it or withdraw it by written notice to us, but you may not increase such agreed reserve price without our prior written consent.

7.5. Shortfall Payment

- 7.5.1. If a Buyer makes the highest bid on the Sale Items during a Available For Bid Period or an offer during the Available For Bid Period, and that bid or offer is within 10% of the reserve set by the Seller (the **Reserve Shortfall**), we may (at our absolute discretion) offer to the Seller to pay the Reserve Shortfall to the Seller to help the Seller achieve the agreed reserve price for the corresponding Sale Item (**Shortfall Payment**).
- 7.5.2. We will make the Shortfall Payment after the Sale Completion Arrangement has occurred for the corresponding Sale Item within 30 days of such event. We shall be entitled to request meaningful evidence from you that the Sale Completion Arrangement has been satisfied prior to our making such payment.
- 7.5.3. For the avoidance of any doubt, you acknowledge and agree with us that the offering or provision of by us of the Shortfall Payment is a separate and independent transaction from the Sale Completion Arrangement and does not in any way make us a party to the Sale Completion Arrangement for the sale and purchase of the corresponding Sale Item or to any other transaction between you and any other User.

7.6. Our (non-auction) Buy Now service

If your Sale Item does not sell by the end of the Available for Bid Period, we may agree to offer you the option to continue posting the Sale Item on our Site for a further period of 7 calendar days but including a corresponding sale price for it, inviting Users to notify us if they wish to purchase that Sale Item for the posted price.

- 7.6.1. Where you are acting as the Seller of the corresponding Sale Item, the Buy Now price shall be the amount agreed by you with us.
- 7.6.2. Where you are acting as the Buyer making the earliest offer on the Sale Item at the required Buy Now price, we will notify you that your bid has been successful whereupon you will immediately pay to us our fee in accordance with clause 11.4 and proceed without delay to complete the corresponding Sale Completion Arrangement.

7.7. Us as a Buyer or Seller of the Sale Item

- 7.7.1. From time to time, we might wish, in our own name, to bid for or offer for sale on our Site any Sale Item, be it by way of our Available For Bid auction or our Buy Now process.

8. Sales Items Description

- 8.1. We shall not post any description of any Sale Item you seek to sell using our Site until you have confirmed your approval of that description in writing to us. If you, as a Seller, notify us in writing of any amendments to the description during the Available For Bid Period, we will use our reasonable endeavours to announce these amendments in the comments section of the auction.
- 8.2. If a Sale Completion Arrangement is not satisfied because of a failure by you, as a Seller, to disclose to us prior to or during the relevant Available for Bid Period information that is reasonably important to a bidder which may reasonably be expected to affect its view of the provenance, title, value or any other aspect of the relevant Sale Item, the Seller shall pay us the fee that would otherwise have been payable to us by the Buyer in accordance with clause 11.6 had the sale and purchase of the corresponding Sale Item been concluded in accordance with these Terms after the corresponding Available for Bid Period has ended. You and we agree that the amount of such fee payable by you in the above circumstances represents a genuine pre-estimate of the losses that we would suffer as a result of your failure of disclosure.
- 8.3. Where you are acting as a Seller, you give us the full and absolute right to photograph and illustrate any Sale Items offered for sale on our Site, and to use such photographs and illustrations at any time at our absolute discretion (whether or not in connection with the Available For Bid Period).

9. Bidding

- 9.1. You may not bid on your own Sale Items.
- 9.2. You must only bid for any Sale Item for the purpose of seeking to buy the Sale Item you have bid for on a good faith basis. Accordingly, you must not bid on any Sale Items as part of any scheme or arrangement (acting directly or indirectly) to seek to increase artificially (or otherwise on a bad faith basis) the prices being bid for any Sale Item.

9.3. Your responsibilities

- 9.3.1. If you are a Buyer bidding for a Sale Item or making an offer on a Sale Item in the corresponding Available for Bid Period you acknowledge that it is your sole responsibility to:
 - (a) arrange an inspection of any Sale Items you intend to bid on (which you may do by contacting us so that we may try to arrange for such inspection with the corresponding Seller within the corresponding Available For Bid Period);
 - (b) check the accuracy of your bids;
 - (c) directly contact the Seller to complete the corresponding Sale Completion Arrangement for your purchase the Sale Item if your bid is confirmed by us as the successful bid for the corresponding Sale Item (or the first successful offer in a corresponding Buy Now process);
 - (d) check the Sale Item at the point of collection;
 - (e) determine the description, ownership, value, condition, authenticity and quality of the Sale Item prior to bidding for the Sale Item and at the point of collection if you have successfully bid for it; and
 - (f) pay the purchase price for and the related shipping and delivery costs associated with your purchase of any Sale Items, including but not limited to taxes, fees and testing charges.
- 9.3.2. As a Buyer, you agree that each bid you submit for a Sale Item creates a legally binding obligation on you, if your bid is successful, to pay our fees in accordance with these Terms and that you shall use all you reasonable endeavours to proceed promptly to complete the corresponding Sale Completion Arrangement to purchase that Sale Item at the amount of your successful bid for it.
- 9.3.3. Once you have submitted a bid for a Sale Item, you cannot withdraw it (and, for the avoidance of any doubt, a bid that you make for a Sale Item that is at a higher price than a previous (lower price) bid that you have made for that Sale Item during the corresponding Available For Bid Period shall supersede your previous (lower price) bid for that Sale Item).

9.4. Highest bids that are less than the corresponding reserve price

- 9.4.1. If you, as a Buyer, make the highest bid for a Sale Item and that bid is at least 90% of (but less than) the corresponding reserve for that Sale Item, during the 24 hours following the end of the related Available For Bid Period, we will contact the corresponding Seller to inform them of that position and seek the Seller's confirmation as to whether they are willing to accept that bid. Promptly, following confirmation from the Seller, we will notify you, as the Buyer, whether the Seller is willing to accept the bid.
- 9.4.2. Your bid will be deemed to be rejected if the Seller has not notified us in writing of its willingness to accept the aforementioned price offered within 24 hours following the end of the corresponding Available For Bid Period.
- 9.4.3. That 24 hours period may be extended by written agreement between us and the Seller (without creating any obligation to do so). If the Seller rejects your bid (or the bid is deemed rejected as aforesaid, we may (at our absolute discretion and without creating any obligation to do so) choose to offer to make up any shortfall to the corresponding reserve price.
- 9.4.4. Where you, as the Buyer, are notified by us that the Seller is willing to accept the bid, or if we have offered to make up any shortfall to the applicable reserve for the corresponding Sale Item (including during an Available For Bid Period or an offer during the Buy Now period), your bid shall be treated as being successful and you (as that Buyer) shall pay our fees based on the amount of the corresponding reserve price and not the lesser amount to which the Shortfall Payment relates.

9.5. Sale Completion Arrangement

- 9.5.1. If a bid for a Sale Item is successful and you are the Buyer or the Seller in that case, you agree to liaise promptly with the other User (being the Seller or Buyer corresponding to your being the Buyer or Seller respectively in such regard) so as to agree and to satisfy the corresponding Sale Completion Arrangement with regard to the corresponding Sale Item (including, without limitation, agreeing the means by which possession of the Sale Item may be transferred from Seller to Buyer and the Buyer paying to the Seller the final amount of its highest bid) within 7 Working Days of the end of the corresponding Available For Sale Period unless otherwise agreed between you and the other User (the **Completion Period**).
- 9.5.2. The fees paid and payable to us in respect of the Sale Item will not be refundable by us in any event, save to the extent that we receive from the Seller amounts paid to us in accordance with clause 8.2.
- 9.5.3. If the Sale Completion Arrangement is not agreed or satisfied within the Completion Period due to your fault as a Buyer, the Seller shall be entitled to abandon the sale of the Sale Item to you and you will lose the right to purchase that Sale Item from that Seller.
- 9.5.4. It is for the Buyer and Seller to agree a suitable payment method for the Sale Items as part of the Sale Completion Arrangement. If you want to protect your funds for purchasing any Sale Items, you may choose to opt to use a reputable independent escrow agent, who would hold the relevant funds of the Buyer in their escrow account (subject to their service terms of service) and will release the funds to the Seller once the sale is concluded on terms satisfactory to each of the Buyer and the Seller. We do not provide such escrow service, as we do not handle any User's funds save in respect of our fees.
- 9.5.5. You warrant that the funds you use for your purchase of any Sale Items, and the payment of our fees, have no link with criminal activity including, without limitation, money laundering, tax evasion or terrorist financing.

10. Withdrawal from Auction Process and Sales

- 10.1. We have the right, at our absolute discretion, to withdraw any Sale Item from the Available Soon List or an Available For Bid Period (before the end of such Available For Bid Period), whether the Sale Item has a reserve or not. We are not required to provide any reason for exercising this right of withdrawal, although such reason may include (but not be limited to) that:
- 10.1.1. you have not provided us with a valid payment method for our fees, either because we could not pre-authorise your payment card, or for any other reason;
- 10.1.2. you have made a manifest typographical error in your bid;
- 10.1.3. we believe that you are acting either without a good faith intent of purchasing the Sale Item, or that you are acting in concert with the Seller, in any case to seek to increase the prices being bid for the Sale Item being offered for sale or for any other reason that is not in good faith.
- 10.2. In the event of our exercising our right of withdrawal as set out above, we shall refund to the Buyer who has made the highest bid on such withdrawn Sale Item any fees that Buyer has paid in respect of such withdrawn Sale Item.
- 10.3. Users shall not engage in any activity designed to complete or facilitate a transaction for the sale or purchase of any Sale Item that has been posted on our Site (at any time, including as a "Available Soon" Sale Item shown on our Site or during an Available For Bid Period or a Buy Now process) in any manner intended (assessed in our reasonable opinion) to avoid the payment of our fees. However, if you:
- 10.3.1. sell any Sale Item that you had previously submitted to us for inclusion on our Site (at any time, including as a "Available Soon" Sale Item shown on our Site or during an Available For Bid Period or a Buy Now process) in any manner intended (assessed in our reasonable opinion) to avoid the corresponding Buyer's payment of our fees; or
- 10.3.2. buy any Sale Item that had been listed on our Site (at any time, including as a "Available Soon" Sale Item shown on our Site or during an Available For Bid Period or a Buy Now process),
then (at our absolute discretion):
- 10.3.3. where clause 10.3.1 applies, you will be liable to pay the fees to us in accordance with clause 11 that would have been paid by the Buyer had the Sale Items been sold in accordance with these Terms; or
- 10.3.4. where clause 10.3.2 applies, the fee that you will pay us (promptly on demand) is:
- (a) the reserve price that applied to that Sale Item (in accordance with these Terms); or
- (b) if there was no reserve price applicable to that Sale Item (i.e. none was agreed in accordance with these Terms), a charge of the greater of £2,000 exclusive of applicable Value Added Tax (which tax charge shall be added to the amount payable by you to us) and the fee that would have applied in accordance with these Terms had the sale of the Sale Item been conducted in the ordinary course manner contemplated by these Terms.

11. Our Fees

- 11.1. Our Site is free for you to use as a Seller, except as otherwise stated in these Terms. We highlight that where you are acting as a Seller in the case where clauses 11.6 and/or 8.2 apply, you will be required to pay to us the fee that would have been paid by the corresponding Buyer, and the provisions of this clause 11 shall apply to you in those circumstances.

- 11.2. When you act as a Buyer and you bid on any Sale Item, our prevailing third-party payment service provider, whose identity you will have been notified of as part of our process for you entering your bid, will charge you, on a pre-authorised basis, on your credit or debit card (as the case may be) the amount of the fee payable to us (in accordance with the terms below, based on your corresponding bid price), subject only to your highest bid being successful.
- 11.3. Only if your highest bid for the corresponding Sale Item is successful will the amount due to us (in accordance with these Terms) be processed and released to us by our prevailing third-party payment service provider from your credit or debit card (as the case may be) on our behalf immediately upon our notifying you that your bid was successful.
- 11.4. If you are the Buyer who has made the successful bid for a Sale Item, you will pay us (by way of the pre-authorised fee described in clause 11.2 above being released to us) a fee in the amount of 6% of the price offered in the successful bid (exclusive of any applicable Value Added Tax, which tax charge shall be added to the amount payable by you to us) unless:
- 11.4.1. the fee (on that basis) is not for a number plate and is less than £600 (exclusive of applicable VAT), in which case you will pay a minimum charge of £600 (exclusive of Value Added Tax which tax charge shall be added to the amount payable by you to us); or
- 11.4.2. the fee (on that basis) is for a number plate and is less than £300 on number plates (exclusive of applicable VAT), in which case you will pay a minimum charge of £300 (exclusive of Value Added Tax which tax charge shall be added to the amount payable by you to us).

11.5. Our Fees on Your Failure to Complete the Purchase of the Sale Items

If you, as the Buyer who made the successful bid for a Sale Item, fail to complete the Sale Completion Arrangement for the corresponding Sale Item for any reason other than the material default of the corresponding Seller, you shall pay the fees to us in accordance with this clause 11. In such circumstances, we may assist the Seller to attempt to sell the Sale Items to another User.

11.6. Withdrawing your Sale Item - our Fees on Withdrawal from Auction or Available Soon list

- 11.6.1. You may withdraw your Sale Item from remaining posted on our Site at any time by request to: info@finecarco.com
- 11.6.2. However, if you:
- (a) withdraw your Sale Items from the corresponding Available Soon list or from sale during the corresponding the Available For Sale Period, or;
- (b) following a Available For Bid Period that resulted in a successful bid being made by a Buyer, fail to proceed to complete the related Sale Item Arrangement for any reason other than the default of the Buyer,
- you will be required to pay the fees to us in accordance with this clause 11 that would have been paid by the Buyer in respect of the relevant Sale Item at the price that is the highest of:
- (c) the applicable reserve price for that Sale Item (if a reserve has been set in accordance with these terms); and
- (d) (if you withdraw your Sale Item during the Available For Bid Period) the highest prevailing bid price at the time you withdraw your Sale Item; and
- (e) (if you withdraw your Sale Item after the Available For Bid Period has ended) the price corresponding to the successful bid for that Sale Item.

11.7. Other Terms Regarding Our Fees

- 11.7.1. You hereby agree to allow our prevailing third-party payment service provider to apply the pre-authorised payment to us for the amount of applicable fees (in accordance with these Terms) and that such amount should be immediately paid to us upon our notifying you that your bid was successful.
- 11.7.2. It is your responsibility to ensure that your financial status is such that your debit or credit card will approve any pre-authorisation for our fee in relation to any Sale Item relevant to you. If any payment on your debit or credit card is declined, we shall be entitled (at our absolute discretion) to cancel your bid (either during the corresponding Available For Bid Period or afterwards if it was the successful bid).
- 11.7.3. If, for any reason, we have not received full payment of our fees from your debit card or credit card within 24 hours of our having notified you that your bid was successful, we shall notify you of such circumstances and the outstanding amount due and payable by you to us, and you shall make payment of such outstanding amount within 1 Working Day of such notification.
- 11.7.4. Without prejudice or limitation to any of our other rights at law, if:
- (a) we do not receive such payment within such period; or
- (b) if you, having made the successful bid for a Sale Item, fail to complete the corresponding Sale Completion Arrangement for any reason other than due the default of the Seller to the extent set out in clause 8.2,
- then:**
- (c) we and the corresponding Seller shall be entitled to sell that Sale Item to another User, and
- (d) our fees with regard to that Sale Item will remain payable by you to us.
- 11.7.5. The fees for our service will be charged for in pounds sterling (£).

- 11.7.6. You will be responsible for any exchange rate conversion costs that you incur in relation to our Site or any Sale Item, and we and our agents, employees and contractors (including our payment processor service provider) shall not be liable for any tax liabilities you incur as part of any transaction in relation to our Site or any Sale Item.
- 11.7.7. The fees payable to us under these Terms are non-refundable, subject to your prevailing and applicable statutory rights as a consumer.
- 11.7.8. Your use of our prevailing third-party payment service provider's services in relation to any Sale Item is also subject to its terms of use.
- 11.7.9. If your payment is not received by us in accordance with this clause 11, we may also charge interest (which shall accrue on a daily basis) on any balance outstanding at the rate corresponding to the annual interest rate of 4% above the Bank of England's base rate prevailing from time to time.

12. Queries or Complaints About Our services

- 12.1. If you have any queries about our Site or our service, please contact us on info@finecarco.com
- 12.2. If you have any complaint that you wish to raise with us about our Site or our service, please contact us on info@finecarco.com
 - 12.2.1. We will seek to acknowledge your complaint within 2 Working Days of receipt and conduct appropriate investigations into it.
 - 12.2.2. Depending on the outcome of our investigations into your complaint, we may, at our absolute discretion:
 - (a) take steps to remedy the defect in our services; or
 - (b) refund you a fair proportion of the relevant fees that you have paid to us; or
 - (c) charge you a fair proportion of fees of the relevant fees that you would otherwise have been due to pay to us.

13. Sale Completion Arrangement

- 13.1. The Sale Completion Arrangement for the sale and purchase of any Sale Item is between a Seller and a Buyer only. We do not guarantee and are not responsible for the performance of a Buyer or a Seller participating in or completing the Sale Completion Arrangement in relation to any Sale Items and, to the fullest extent permitted by law, we exclude any and all liability on our part arising from or in connection with any Sale Completion Arrangement.
- 13.2. Any dispute about any Sale Completion Arrangement shall be a matter between the corresponding Buyer and Seller only, without our involvement.

14. Privacy

- 14.1. Your privacy and personal information are important to us. We will only use your personal information as set out in our www.finecarco.com/pages/privacy-policy.

15. Cancelling our services

- 15.1. This clause 15 applies only to these Terms between you and us for the provision of our services to you. It does not apply to the cancellation of any Sale Completion Arrangement in relation to any Sale Item following a successful bid.
- 15.2. Subject to clauses 15.3 and 15.4, you have the right to notify us of your desire to cancel your registration with us and these Terms, without having to give any reason for doing so, at any time, by notifying us in writing at info@finecarco.com.
- 15.3. Subject to clause 15.4, the period for exercising your cancellation of your registration, use of our Site and these Terms expires immediately on the earlier of:
 - 15.3.1. the expiry of period of 14 days from when you register an account with us; and
 - 15.3.2. the date when you submit a bid for a Sale Item or submit or approve the description of your Sale Item being listed for sale on our Site.
- 15.4. In order to protect reasonably our legitimate interests and the legitimate interests of other Users of this Site, you may not cancel (or, where clause 17 applies, terminate) your registration, use of our Site or these Terms regarding any Sale Item(s):
 - 15.4.1. in respect of which there has been initiated or there is an on-going Available For Bid Period or Buy Now process; or
 - 15.4.2. that has attracted a successful bid pursuant to an Available For Bid Period or Buy Now process.
- 15.5. Where you have notified us of your desire to cancel your registration, use of our Site and these Terms, we shall process such request (with effect from our having received it, save as provided by clause 15.4 above) and seek to notify you of our receipt of your request and the cancellation of your account promptly upon receiving your notification.

16. Terminating our services

- 16.1. We may terminate your use of our Site or terminate the Terms between you and us for our services for convenience in writing to you.
- 16.2. You may, subject to the relevant parts of these Terms, at any time terminate your use of our Site and these Terms by notifying us in writing at info@finecarco.com and, subject to clause 15.4, such notice shall be effective upon our having received it. We shall, promptly thereafter, acknowledge and confirm to you in writing the effective date of such termination.
- 16.3. Our rights and your rights under these Terms that have accrued prior to such termination will be unaffected by such termination.

17. Limits of liability

- 17.1. Subject to clause 17.2 below, to the fullest extent permitted by law, we shall not be responsible or liable to you in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for any:
 - 17.1.1. consequential, indirect or special losses;
 - 17.1.2. losses that were not reasonably foreseeable to you and us when these Terms were formed;
 - 17.1.3. we shall not be liable for any of the following (whether direct or indirect):
 - (a) loss of contract;
 - (b) loss of opportunity;
 - (c) loss of savings (whether actual or anticipated);
 - (d) loss of profit;
 - (e) loss of use;
 - (f) loss or corruption of data;
 - (g) harm to reputation or loss of goodwill,and to the extent that any loss suffered by you is not or cannot lawfully be excluded by us, our total liability to you shall not exceed the sum of monies paid or payable by you to us for the services under these Terms;
- 17.2. Notwithstanding any other provision of these Terms, our liability to you shall not be limited in any way in respect of the following:
 - 17.2.1. death or personal injury caused by negligence;
 - 17.2.2. fraud or fraudulent misrepresentation; or
 - 17.2.3. any other losses which cannot be excluded or limited by applicable law.

18. Accuracy of information and availability of our Site

- 18.1. We do not guarantee that:
 - 18.1.1. our Site will be secure or free from bugs or viruses or that our Site will be fit or suitable for your purpose;
 - 18.1.2. our Site, or any Content, will always be available or be uninterrupted;
 - 18.1.3. Bid update and other notification functionality via our Site will occur in real time;and we shall have no liability for any such aforementioned delays, interruptions, errors or other problems, and we may suspend or terminate operation of our Site at any time as we see fit (at our absolute discretion) to deal with any operational issues.
- 18.2. Any reliance that you may place on the information on our Site regarding the condition, location, or availability for sale of any Sale Item is at your own risk.
- 18.3. **Force majeure**
- 18.4. Subject to compliance with clause 18.6, if you or we are prevented, hindered or delayed in or from performing any of its obligations under these Terms (and in the case of you as a User, this shall also apply where you are prevented, hindered or delayed from requiring or receiving the benefit of our services) by a Force Majeure Event (the **Affected Party**), the Affected Party shall not be in breach of these Terms or otherwise liable for any such failure or delay in the performance of such obligations (including, in the case of you being prevented, hindered or delayed from requiring or receiving the benefit of the Services, an obligation to make payment to us). The time for performance of such obligations shall be extended accordingly.
- 18.5. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. For the avoidance of doubt, where we are subject to the Force Majeure Event, your corresponding obligation to pay us shall be similarly suspended.
- 18.6. The Affected Party shall:
 - 18.6.1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under these Terms; and
 - 18.6.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 18.7. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than six weeks, the party not affected by the Force Majeure Event may terminate these Terms by giving 30 days' written notice to the Affected Party.

19. Security

- 19.1. We will take reasonable steps to seek to ensure the security of our Site.

20. Submitting Content to our Site

- 20.1. You may submit Content to us at: info@finecarco.com for us to consider including such Content on our Site (**Proposed Content**).
- 20.2. We shall not be under any obligation to post any of your Proposed Content and to the extent that we decide to post any of your Proposed Content on our Site, we shall endeavour to do so within a reasonable period of you submitting it to us for review.
- 20.3. Even if we have already posted any of your Proposed Content, we may subsequently remove it (or any part of it) from our Site (at our absolute discretion) if we consider it inappropriate.
- 20.4. Given that, naturally, you would supply Proposed Content with the desire of it being posted on our Site, any such Content will be deemed to be non-confidential and non-proprietary and you will be deemed to have granted to us and other Users a non-exclusive, royalty free, worldwide, transferable and perpetual licence to use, modify, store and copy that Content and to distribute and make it available to third parties for any (lawful) purpose.
- 20.5. Our posting of any Proposed Content is not intended to and shall not be construed to mean or suggest any view, opinion, endorsement or approval on our part in such regard.
- 20.6. To the fullest extent permitted by law, we shall have no liability for any Proposed Content that is posted on our Site.
- 20.7. You must not provide to us (or otherwise use) Content that you do not have the right to use in connection with the relevant Sale Item or this Site.
- 20.8. You shall be responsible for the lawfulness of any Proposed Content that you submit to us for posting on our Site and you must not provide Content that is unlawful or that promotes or encourages unlawful conduct or is otherwise inappropriate (such inappropriateness being assessed on a reasonable basis).
- 20.9. To the fullest extent permitted by law, you will indemnify us and keep us indemnified for any losses, settlements, fines, costs, expenses (including reasonable legal and other profession expenses) that we suffer due to or otherwise in connection with the Proposed Content that you send us.

21. Ownership, use and intellectual property rights

- 21.1. Nothing in these Terms grants you any legal rights in or to our Site (including any Intellectual Property Rights in or to it or in or to any relevant Content owned or licenced to us by third parties) other than as necessary to enable you to access and use our Site in accordance with these Terms.

22. Trademarks

- 22.1. Our trading name and our logo are our trademarks. Other trademarks and trade names may also be used on our Site. You are not permitted to use any trademarks on our Site without our prior written permission.

23. Data privacy

- 23.1. Your data privacy matters to us. The privacy notices on our website (at www.finecarco.com) set out how we look after any of your personal data supplied to us and explains the corresponding rights of data subjects.
- 23.2. Communications from us sending our general insights or general news to you have an unsubscribe button and we have a process to seek to ensure that you are only sent the information you might be interested in. Such general information is not intended to represent and shall not be construed to represent advice on which you may rely.
- 23.3. You agree to us using the prevailing email address that you have provided us as part of your User account details for communicating with you in relation to any relevant Sale Items, our services to you or any matter relating to these Terms.

24. Other Sites and Resources Provided by Others

- 24.1. Where our Site contains links to other sites and resources provided by third parties, these links are provided for your interest only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 24.2. Please note that we have no control over the contents of other sites or resources and, therefore, we accept no legal responsibility for any content, material or information contained in them.

25. Rights of third parties

- 25.1. These Terms are not intended to benefit anyone other than you and us and, in particular, no term of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

26. Varying these Terms

- 26.1. Our prevailing Terms will be displayed on our Site (and can be found at www.finecarco.com/pages/terms-and-conditions) and by continuing to use and access our Site following such changes, you agree to be bound by any variation made by us as embodied in such Terms prevailing at the relevant time.
- 26.2. We may vary these Terms from time to time. We will only introduce any change to our Terms when at the same time there are no Available for Bid Period or Buy Now listing active in respect of any Sale Item. It is your responsibility to check our Terms each time before you chose to use our Site.
- 26.3. We will endeavour to notify each User of any changes we make to these Terms who, at the same time as we introduce such changes to our Terms, has used our Site to seek to sell or to buy a Sale Item within the 6 months prior to such change being made to our Terms.
- 26.4. You and we agree that you may not vary any of these Terms unless we have expressly confirmed in writing to you the extent of our agreement to any changes that you have proposed. If we do not respond to any request or attempt made by you to vary our Terms, you and we agree that you may not rely on or otherwise construe such silence or non-response on our part as an acceptance of any of your proposed changes.

27. Miscellaneous

- 27.1. No single or partial exercise or non-exercise of any right, power or remedy provided by these Terms or by law shall preclude any other or further exercise of such right, power or remedy or of any other right, power or remedy.
- 27.2. The rights and obligations of each of you and us under these Terms shall continue for the benefit of, and shall be binding on, your and our respective successors and assigns.
- 27.3. If any provision of these Terms is or becomes illegal, invalid or unenforceable under the applicable law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability under that law of any other provision of these Terms or the legality, validity or enforceability under the law of any other applicable jurisdiction of that or any other provision of these Terms.
- 27.4. These Terms constitute the entire agreement between you and us in relation to the subject matter set out in these Terms and supersede any previous agreement or arrangement between you and us in such regard.
- 27.5. You and we agree that these Terms and any dispute or claim arising out of or in connection with them, their negotiation or their subject matter, or any non-contractual obligation arising in connection with the foregoing, shall be governed by and construed in accordance with English law.
- 27.6. To the fullest extent permitted by applicable law, you and we irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of or in connection with these Terms, their negotiation or their subject matter, or any non-contractual obligation arising in connection with the foregoing.