



G3 Remarketing

## **STANDARD TERMS AND CONDITIONS**

**v1.0 July 2019**

This is an important document which should be read carefully, as it governs the sale and purchase of all vehicles at G3 Remarketing.

Copies of these Standard Terms and Conditions are available from G3 Remarketing upon request, without charge.

Attention is drawn to Clauses 3.2, 10.5 and 14.2, as Buyers have certain rights which can only be exercised within those time limits.

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G3 Remarketing Limited

Registered Office: G3 House, Premier Way, Leeds LS26 8ZA. Company No. 06987378.

G3 Remarketing Ltd is authorised and regulated by the Financial Conduct Authority (FCA No. 704309).

Website: [www.g3remarketing.co.uk](http://www.g3remarketing.co.uk)



## **1 Introduction**

- 1.1 These standard terms and conditions (Standard T&Cs) set out the agreement between a Seller and Buyer relating to the sale and purchase of Vehicles through G3R.
- 1.2 The Standard T&Cs explain each party's rights and duties, including G3R's rights and duties to Sellers and Buyers.
- 1.3 PLEASE READ THESE STANDARD T&Cs CAREFULLY – AS THEY APPLY TO ALL VEHICLES SOLD AND PURCHASED VIA G3R, WHETHER PHYSICALLY AT THE AUCTION PREMISES, OR ONLINE USING G3R'S WEBSITE OR BY PRIVATE TREATY SALE.
- 1.4 **By offering a Vehicle for sale at a G3R Auction, a Seller agrees to be bound by these Standard T&Cs; and by placing a Bid for a Vehicle a Buyer agrees to be bound by these Standard T&Cs.**
- 1.5 G3R may (at its sole discretion) amend and/or vary these Standard T&Cs from time to time.

## **2 Definitions**

- 2.1 The following words and expressions will have the following meanings in these Standard T&Cs:

**Accept** or **Acceptance** means when the highest Bid is accepted by the Auctioneer (as agent of the Seller), whether on the fall of the hammer or otherwise e.g. by Private Treaty Sale between a Seller and Buyer.

**As seen** means a Vehicle which is sold and purchased for what it is and with its faults (if any) and, save for that term, the Contract will not contain any condition, warranty or other term (whether express or implied and whether implied by statute, common law, custom or otherwise) as to the age, description, suitability, fitness for purpose, satisfactory quality or roadworthiness of the vehicle. All such conditions, warranties and other terms are hereby excluded.

**Auction premises** means the site where G3R holds its auction sales.

**Auctioneer** means an employee or agent of G3R who at the relevant time has the conduct of an auction from the rostrum.

**Bid** means a legally binding offer in relation to a Vehicle and whether submitted electronically, in writing, orally, or by any other means or indication.

**Business Day** means a day (other than a Saturday or Sunday) when banks in the City of London are open for business.

**Buyer** means the company, organisation or individual making the highest Bid accepted by the Auctioneer either on the fall of the hammer or otherwise and where the context requires, the term 'prospective Buyer' will be construed accordingly.

**Buyer's Premium** means the fees payable by a Buyer to G3R for providing the auction hosting services.

**Contract** means the legally binding agreement between a Seller and a Buyer (made through the agency of G3R) for the purchase of the Vehicle which incorporates these Standard T&Cs and is made when a Bid made by a Buyer is Accepted on behalf of the Seller.

**Entered for Sale** means when G3R are instructed by the Seller to enter a Vehicle for sale at an auction – whether that is by means of completing an Entry form or otherwise by written or verbal instructions which have been duly accepted by G3R.

**Entry form** means the form provided by G3R to prospective Sellers.

**Fees** means the fees payable by a Seller to G3R following the sale of a Vehicle which was either negotiated or agreed on the Auction premises or otherwise facilitated by the Auctioneer.

**G3R** means G3 Remarketing Limited (a company registered in England under registration number 06987378) whose registered office address is G3 House, Premier Way, Leeds LS26 8ZA.

**G3R Assured Scheme** means where a Vehicle Entered for Sale has been described as coming with the benefit of G3R's Assured Scheme protection, which consists of certain additional contractual rights for a Buyer should a Vehicle deviate during a limited period of time after a Contract has been concluded from certain statements deemed made by G3R concerning its condition as at the date of that Contract.



Note: Any Vehicle purchased with the benefit of G3R Assured Scheme will be subject to G3R Assured Scheme Terms and Conditions.

**G3R Assured Scheme Terms and Conditions** means the additional terms and conditions which apply in respect of the provision of G3R Assured Scheme and form part of these Standard T&Cs.

**Insurance Total Loss** means a Vehicle has been categorised by insurers as such, including under any of the following categories:

- A Scrap metal only;
- B Break for spare parts only;
- C Repairable Vehicle where the repair costs exceed the Vehicle's pre-accident value);
- D Repairable Vehicle; or
- E Fire damage.

**Lien** means the right to retain goods as security pending the payment of unpaid monies owing to G3R.

**Market Value** means the lesser of:

- (a) the mean average selling price of a Vehicle which is:
  - (i) achieved at a G3R auction over a three-month period ending with the month in which the Vehicle the subject of the claim was purchased or, if not purchased, the date delivered, collected or taken possession of by G3R; and
  - (ii) the same make, model and substantially the same condition and mileage as the Vehicle the subject of any claim; or
- (b) the market value of a Vehicle for its make, model and condition at the date a claim is made.

**Private Treaty Sale** has the meaning given to it in Clause 8.2.

**Purchase Price** means the value of the highest Bid which has been Accepted by the Auctioneer for a Vehicle.

**Rate of interest** means 4% above the Bank of England base rate (or any other bank base rate chosen by

G3R) in force from time to time which will be compounded at the end of every month.

**Reserve** means the minimum sale price set by the Seller and notified to G3R for which a Vehicle may be sold.

**Roadworthy** means a Vehicle which meets all the legal requirements in force from time to time as to ensure the Vehicle does not cause a danger on the public highway (including any regulations as to brakes, gears, lighting equipment, tyres or any other such matter).

**Safety Recall** means a recall issued by a Vehicle manufacturer regarding defects, which have the potential to cause serious injury, including instructions for remedying the defect.

**Seller** means the company, organisation or individual that has Entered for Sale a Vehicle into a G3R auction and on whose behalf the Vehicle is being sold, and where the context requires, the term 'prospective Seller' will be construed accordingly.

**Stolen Recovery** means a Vehicle that has been stolen and recovered.

**Territory** means mainland England, Scotland and Wales and excludes any areas where a Vehicle needs to be transported by ship, plane or any other similar form of transport.

**Vehicle** means every kind of motor car, motorcycle or other motorised vehicle or caravan or mechanical or electrical equipment or machinery.

For the avoidance of doubt, any reference to the age or year of a Vehicle will be deemed to be a reference to the year of the Vehicle's first registration in the United Kingdom as stated in the Vehicle registration document. Every reference herein, in any Entry form or other document or by the auctioneer to "the age" of a vehicle will be construed accordingly.

### **3 Seller's duties**

3.1 Unless the Seller has otherwise instructed G3R in writing prior to a Vehicle being Entered for Sale and G3R has agreed to act in accordance with that instruction, the Seller warrants and promises to both G3R and the Buyer that unless disclosed



- otherwise as part of the sales process, that where relevant:
- (a) the Seller owns the Vehicle and accordingly has unencumbered title to and a right to sell the Vehicle;
  - (b) the Vehicle has not been subject to an Insurance Total Loss and/or is not a Stolen Recovery;
  - (c) the odometer (or the total mileage of a Vehicle if stated to be different from the odometer) if noted as “warranted” will be true and accurate;
  - (d) the Vehicle has its true and proper registration mark and chassis number and/or vehicle identification number, and which corresponds to the Vehicle registration documents;
  - (e) if the Vehicle is Entered For Sale with a cherished, non-aged registration plate that is assigned to the Vehicle, the Seller has all rights, title and interest to sell that cherished, non-aged registration plate;
  - (f) the year registered, or year of manufacture, whichever is earlier, which has been provided by a Seller is correct (save that when the expression “unknown” or “year as seen” is used – no warranties or representations are given regarding the age of a Vehicle);
  - (g) any and all Safety Recalls applicable to the Vehicle have been dealt with in accordance with manufacturer instructions and, where required, any default(s) fully remedied;
  - (h) the Vehicle has not been used by the police, used as a taxi, re-registered, imported and/or registered outside of the United Kingdom;
  - (i) the Seller has provided all keys to the Vehicle, together with the vehicle registration document (Form V5) or any official substitute for that document and (where appropriate) relevant MOT certificate(s); and
  - (j) all documents and information provided by the Seller are true, accurate and complete in each and every particular.
- 3.2. If the Seller is in breach of the warranty set out in clause 3.1 (c) above, the Seller will only be liable to the Buyer:
- (a) in respect of any negative difference between the Market Value of the Vehicle on the date of Acceptance and the actual price paid for the Vehicle by the Buyer arising from a discrepancy between any mileage warranted in relation to the Vehicle at the time of Acceptance and the actual mileage of the Vehicle; and
  - (b) only then if the discrepancy is at least 1,000 miles or 10% more than the actual mileage of the Vehicle (whichever is greater); and
  - (c) the Buyer gives notice in writing to G3R (as agent of the Seller) of said discrepancy within three Business Days of the date of Acceptance (failing which the Seller will have no further liability in relation to the warranty set out in clause 3.1(c)) above.
- 3.3 Save as set out in clause 3.1, no warranties or representations are made by a Seller regarding the mechanical condition or general quality of the Vehicle.
- 3.4 The Seller agrees that G3R is entitled to publish before the Auction (by fixing the Entry form or any part thereof or any other document to the Vehicle or otherwise in any catalogue or other description listing the Vehicle for sale) and to announce at the Auction any information contained in the Entry form or supplied by the Seller, any fair summary of any such information and any fair description of the appearance of the Vehicle but save as appears elsewhere herein G3R will not be obliged to make any such publication or announcement.
- 3.5 It is the duty of the Seller to ensure the Vehicle is insured against third party damage and/or theft whilst on G3R’s premises or otherwise in G3R’s control and will remain insured until risk passes to a Buyer upon Acceptance. Risk in the Vehicle remains with the Seller at all times until a Contract has been entered into.
- 3.6 A Seller warrants to G3R that it will immediately inform G3R if a Vehicle is known by it not to be Roadworthy.
- 3.7 A Seller agrees to fully and effectively indemnify G3R on demand against any losses, costs, expenses



- (including legal fees on a full indemnity basis), liabilities or claims suffered by G3R by reason of a breach of the warranty given at clause 3.6.
- 3.8 A Seller agrees that where it uses G3R's IT systems and software, that it will do so using all due care and attention and will use its best endeavours to ensure that no viruses, worms or disabling devices are uploaded onto G3R's systems.
- 3.9 In the event a cherished, non-aged registration plate is assigned to a Vehicle, but it is not offered for sale with that Vehicle, a Seller must inform G3R in writing of this prior to the Vehicle being Entered for Sale.
- 3.10 A Seller must inform G3R in writing of the VAT status of a Vehicle prior to that Vehicle being Entered For Sale. The VAT status of a Vehicle as notified to G3R prior to the sale of a Vehicle will be binding and may not be changed following a Contract arising in respect of that Vehicle.
- 3.11 A Seller must supply G3R with accurate information regarding its VAT status and registration and of any amendments to the same. A Seller will be responsible and will hold G3R harmless on demand against any loss suffered by G3R as a consequence of G3R acting on inaccurate information.
- 4 Buyer's duties**
- 4.1 Risk in the Vehicle passes to the Buyer upon Acceptance. It is therefore the Buyer's duty to insure the Vehicle from that time.
- 4.2 The Buyer warrants and represents to G3R that it has read and agreed all of these Standard T&Cs. The Buyer warrants and represents to G3R and the Seller that the exclusions of liability (whether by G3R or the Seller) are fair and reasonable.
- 4.3 Each prospective Buyer will provide his true name and address and such other information and proof of identity (whether in respect of money laundering procedures or otherwise) as may reasonably be required by G3R.
- 4.4 The Buyer understands and agrees that it is the Buyer's duty to ensure that all necessary safety checks on the Vehicle are undertaken before putting the Vehicle into use (including placing the Vehicle on the highway).
- 4.5 It is the Buyer's responsibility and it will accordingly and additionally warrant and represent to G3R that it will do all things necessary to ensure (including by undertaking repair or maintenance as necessary) that the Vehicle is safe for operation and use and that the Buyer has all necessary permits, certificates or any other legally required documentation or insurance as may be necessary to use the Vehicle (whether on the public highway or otherwise).
- 4.6 Where a cherished, non-aged registration plate is assigned to a Vehicle but not purchased with the Vehicle, the Buyer:
- (a) warrants, represents and undertakes that it will cooperate in the retention of the cherished, non-aged registration plate by the Seller; and
- (b) acknowledges that the Vehicle will require a valid MOT certificate for the allocation of a new registration number.
- 4.7 The Buyer will pay any deposit in respect of the purchase of Vehicles as may be required by G3R. The deposit will be returned by G3R if:
- (a) a Bid is withdrawn prior to Acceptance and no Contract is therefore concluded in respect of the Vehicle; or
- (b) a Seller has agreed to cancel a Contract.
- Deposits will not be refundable where a Buyer seeks to withdraw a Bid after Acceptance and where clause 4.7 (b) does not apply or where a Buyer otherwise fails to pay (howsoever arising) for a Vehicle.
- 4.8 Each Buyer warrants and represents to G3R that all information provided by it will in all respects be true, accurate and complete.
- 4.9 Each Buyer agrees that it will immediately update G3R on any changes to information provided by it to G3R.
- 4.10 The Buyer warrants and represents to G3R and a Seller that it understands and agrees that:
- (a) all Vehicles only come with those representations and warranties described in clauses 3.1 and 14.1 (save where the G3R Assured Scheme applies); and



- (b) it has no rights against G3R in respect of the quality, condition or merchantability of the Vehicles (save where the G3R Assured Scheme applies); and
- (c) G3R does not conduct any Safety Recall checks; and
- (d) prior to making any Bid in respect of any Vehicle, it will satisfy itself regarding the value and condition of the Vehicle by inspecting them and / or making such other background checks as are prudent and sensible, including with relevant third-party providers of information.

Note: All Vehicles are available for inspection at G3R's premises in Leeds.

- 4.11 Each Buyer agrees that where it uses G3R's IT systems and software, including any facilities made available over G3R's website, that it will do so using all due care and attention and will use its best endeavours to ensure that no viruses, worms or disabling devices are uploaded onto G3R's electronic systems.
- 4.12 Each Buyer agrees that it will keep confidential, safe and secure any of its buyer account details and any passwords or usernames provided to it by G3R to enable it to have access to G3R's systems and a Buyer further agrees that it will be liable for and will indemnify and hold G3R harmless on demand against any costs, liabilities, damages, expenses, fees (including legal fees) and losses suffered by G3R by reason of any third-party use of the prospective Buyer's account details, usernames or passwords.
- 4.13 Each Buyer agrees to fully and effectively indemnify G3R and hold G3R harmless on demand against any losses, costs, damages, expenses or liabilities (including legal fees on a full indemnity basis) suffered by G3R by reason of the prospective Buyer being in breach of these Standard T&Cs including under the Contract.
- 4.14 Each Buyer warrants and represents to G3R that where it trades online, it is trading in the course of business and not as a private consumer.

**5 Conduct of the auction**

- 5.1 The Auctioneer conducting the auction may refuse to accept any Bid (without giving any reasons) and may regulate the bidding generally as he/she sees fit.

- 5.2 Whether or not there is a Reserve the Seller may:
  - (a) withdraw a Vehicle at any time before the hammer falls; or
  - (b) bid for a vehicle himself/herself or alternatively appoint not more than one other person to bid for it on his/her behalf.

- 5.3 The Auctioneer and other employees of G3R may accept written (but not oral) instructions to bid on behalf of prospective Buyers but are not obliged to accept such instructions. Instructions which are accepted are accepted at the prospective Buyer's risk.

- 5.4 The Auctioneer will have an absolute discretion to withdraw a Vehicle if in his/her opinion the bidding does not reach a reasonable level or if in his/her opinion there are other reasonable grounds for withdrawing the Vehicle.

- 5.5 When a Vehicle is sold and purchased "As seen" (e.g. by reason of an announcement by the Auctioneer) then the Vehicle will be sold and purchased "as seen" notwithstanding any information about the Vehicle displayed or published on the Vehicle or elsewhere and notwithstanding anything which the Auctioneer may have said about the vehicle before or during the bidding.

Note: It is for the Buyer to satisfy himself/herself about any Bid he/she wishes to make for the Vehicle.

- 5.6 A Contract will be made, and a Vehicle will be sold when the hammer falls. The Buyer will be the maker of the highest Bid accepted by the Auctioneer. The Purchase Price will be the amount of the highest Bid accepted by the Auctioneer.

- 5.7 Immediately after the fall of the hammer the Buyer will give his/her name and address to a rostrum clerk. If he/she fails to do so (whether or not he

tenders the price) the Auctioneer will have an absolute discretion to cancel the Contract.

- 5.8 The Auctioneer's decision (for which no reason need be given) will be final in the event of:

- (a) any dispute arising during the bidding; or



- (b) a dispute arising after the fall of the hammer as to what bids were made or by whom.
- Any such dispute will be referred to the Auctioneer for his/her decision. The Auctioneer will have an absolute discretion to cancel the Contract and to re-auction the Vehicle either during the same or a subsequent auction.
- 5.9 In the event that the Auctioneer exercises the discretion to cancel the contract referred to in clauses 5.7 and 5.8 neither the original Buyer nor the Seller will be entitled to rely on the original Contract for any purpose whatsoever save that the Buyer will be entitled to the return of any deposit or other money which he/she may have paid thereunder. The Vehicle will be deemed to be a Vehicle which has not reached its Reserve and to which Clause 8.1 (Private Treaty Sale) applies but unless it is sold by way of Private Treaty Sale it will be re-auctioned either during the same or a subsequent auction.
- 5.10 A Vehicle which is not sold will, unless it is removed beforehand, be entered in the G3R's next auction sale.
- 6 Reserves**
- 6.1 If the Entry form does not contain a Reserve G3R is authorised to auction the Vehicle without a Reserve.
- 6.2 Notwithstanding any instruction to the contrary given by the Seller and notwithstanding anything to the contrary inserted in the Entry form the Seller is deemed to have authorised G3R to auction the Vehicle without a Reserve when the Vehicle is put up for auction "As seen".
- 6.3 When a Vehicle is auctioned with a Reserve the Vehicle will not be sold unless the highest Bid is no less than the Reserve (save if the Seller authorises a sale during the bidding).
- 6.4 When a Vehicle is auctioned with a Reserve the Auctioneer will not be obliged to announce that fact save if he/she withdraws the Vehicle because it has not reached its Reserve. The Auctioneer will not in any circumstances be obliged to announce the Reserve.
- 7 Contract**
- 7.1 The parties to the Contract, whether created on the fall of the hammer or otherwise, are the Buyer and the Seller. G3R is not a party to the Contract and has no liability or responsibility in respect of the Contract.
- 7.2 It will be a term of the Contract that the Buyer accepts the bodywork, the tyres, the exhaust, the battery and the upholstery of the vehicle with all damage and defects (if any) which an inspection of the interior and the exterior ought reasonably to reveal, or in other words 'As seen'.
- 7.3 Whilst risk in the Vehicle passes to the Buyer at the time of Acceptance, all ownership and title in the Vehicle remains with the Seller until it has received the Purchase Price less any Fees.
- Note: No vehicle may be removed from G3R's premises unless and until payment in full has been made.
- 7.4 The Contract contains the warranties and representations made by the Seller at clause 3.1 of these Standard T&Cs. The Seller makes no other warranties or representations about the Vehicle.
- 7.5 Other than as set out in these Standard T&Cs, the Seller expressly excludes any and all representations and warranties about the Vehicle including any which may otherwise be implied into the Contract by the Consumer Rights Act 2015, any other legislation or by common law (whether this be terms implied by custom and practice or otherwise).
- 7.6 The Seller will not be liable to any Buyer for any special, consequential or indirect losses suffered by a Buyer in relation to the Vehicle.
- 7.7 The Seller will not be liable for any loss of profit, loss of contract, loss of revenue, loss of opportunity or loss of chance (whether such losses are direct or indirect or reasonably foreseeable at the time of the Contract) suffered by the Buyer.
- 7.8 At all times the Seller's liability to a Buyer will not exceed the Purchase Price.
- 7.9 Nothing in the Contract will exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence or for any fraud or fraudulent misrepresentation.
- 7.10 For the avoidance of doubt, each of the matters set out at clauses 7.4 to 7.9 are a part of the Contract.



- 8 Private Treaty Sales**
- 8.1 If a Vehicle fails to reach its Reserve, G3R will be entitled but not obliged to take the following steps:
- (a) to make a 'provisional contract' with the person who made the highest Bid or with any other person who makes a similar bid; and
  - (b) to inform the Seller of the highest Bid and to provide facilities and services which the Seller may utilise to make a contract for the sale of the Vehicle to the highest bidder or to any other person interested in the Vehicle.
- 8.2 A Private Treaty Sale will mean:
- (a) any sale resulting from the provision of the aforesaid information, facilities or services; and
  - (b) any other sale of the Vehicle which is agreed at the Auction premises but is not a sale effected by the fall of the hammer in the auction hall.
- 8.3 When a Private Treaty Sale occurs it is a condition of the Private Treaty Sale in respect of a Vehicle that G3R will be entitled to Fees from the Seller and the Buyer as if sold by auction.
- 8.4 The sale of a Vehicle by Private Treaty Sale will incorporate these Standard T&Cs as if sold by auction. Private Treaty Sales made under these Standard T&Cs are deemed to be sales by auction for the purpose of consumer protection. Notwithstanding this fact, a Seller should note that in the case of a Vehicle sold by Private Treaty Sale on behalf of a Seller who is selling in the course of business and a Buyer who does not buy in the course of business, the Seller may incur additional obligations to the Buyer under the Consumer Rights Act 2015 and any other applicable law in England and Wales.
- 8.5 G3R is not and will not be deemed to be a party to or liable upon a Private Treaty Sale and will not incur any liability to any party thereto by reason only of the fact that G3R has done one or more of the following, namely:
- (a) transmitted information or said anything which the Auctioneer could properly have said;
  - (b) communicated any offer or acceptance;
  - (c) negotiated a contract without disclosing the name or address of either or both parties to the other party;
  - (d) agreed to reduce its charges;
  - (e) issued an invoice;
  - (f) supervised the payment of or received the Purchase Price; or
  - (g) supervised the release of a vehicle.
- 8.6 In the event of a dispute between the parties to a Private Treaty Sale G3R will be obliged to do no more than provide each party with the name and address of the other.
- 9 Payment and related matters**
- 9.1 Buyer**
- 9.1.1 A Buyer must pay the Purchase Price (and any VAT, where relevant), Buyer's Premium and any other Fees by 5.00 pm of the next working day following Acceptance. Where G3R invoices the Buyer for any Fees all such Fees will be due and payable within seven days of the date of invoice. The method of payment will be in accordance with G3R's then current operating procedures and practices.
- Note: A Buyer may incur additional charges from their bank, depending on their method of payment.
- 9.2 Seller**
- 9.2.1 G3R will not be obliged to pay the Purchase Price or any deposit to the Seller unless and until G3R has received the Purchase Price or any such deposit and any payment given in respect thereof has been cleared.
- 9.2.2 G3R will in normal circumstances remit the Purchase Price (less its Fees) for the Vehicle to the Seller within five Business Days of:
- (a) G3R having received the full Purchase Price in cleared funds; and
  - (b) provided there is no existing dispute in relation to the Vehicle; and
  - (c) any and all third-party interests in the Vehicle have been settled in full.



9.2.3 The Seller authorises G3R to deduct from the Purchase Price:

- (a) any and all Fees which are payable by the Seller to G3R (whether in respect of the Vehicle to which the Purchase Price relates or in respect of any other services, products or Vehicles);
- (b) any amount equivalent to a third-party interest in the Vehicle where G3R may have been informed that such interest needs to be settled in order to pass good title to the Vehicle to a Buyer.

9.2.4 Where G3R has agreed to invoice the Seller for any Fees rather than deducting them from the Purchase Price, all such Fees will be due and payable within seven days of the date of invoice. The method of payment will be in accordance with G3R's then current operating procedures and practices.

**9.3 General**

9.3.1 Where the Fees have been paid late by the Buyer or the Seller, G3R will have the right to charge interest on those Fees at the Rate of Interest. Where the Buyer has not paid the Purchase Price and the Fees (including the Buyer's Premium) by the due date for payment, G3R will have the right to resell the relevant Vehicle without notice to the Buyer and also to suspend or withdraw all of the Buyer's trading account(s) with G3R. Any charges or losses incurred on any resale of the Vehicle (including any difference between the Purchase Price and the resale price) will be payable by the Buyer to G3R.

9.3.2 VAT (at the rate prevailing by law from time to time) will be payable by a Seller and/or a Buyer where applicable.

Note: G3R has an agreement with HM Revenue & Customs (HMRC) to operate a self-billing system for VAT purposes in respect of Vehicles sold through any G3R auction on behalf of a Seller. Under the terms of the agreement with HMRC, G3R will issue the Seller with a self-billed invoice and the Seller hereby agrees to receive self-billed invoices. The Seller must account for any output tax shown on the invoice to HMRC and agrees not to issue a VAT invoice in respect of any self-billed invoice issued by G3R. A Seller must provide G3R with details of the VAT number issued by HMRC and notify G3R immediately if the VAT number is changed or cancelled.

**10 Buyer's rights**

10.1 Where made available to a Buyer by G3R, a Buyer may make Bids in writing or electronically as well as making a Bid orally or otherwise at the Auction premises. Where a Buyer makes use of G3R's electronic facilities, it will do so in accordance with these Standard T&Cs.

10.2 Title in the Vehicle passes to the Buyer upon cleared payment in full of the Purchase Price and Fees to G3R.

10.3 The Buyer will have the benefit of the Seller's warranties and representations incorporated into the Contract at clause 3.1.

10.4 Subject to clause 10.5 below, in the event that any of the warranties and representations given at clause 3.1 are untrue, the Buyer has the right to either:

(a) at least in so far as it relates to title, to rescind the Contract (subject to the time limit specified below) and be refunded the Purchase Price in full and final settlement of any claim the Buyer may have; or

(b) if a sufficiently material misrepresentation has been made, to rescind in accordance with clause 10.4 (a) or alternatively (and in all other circumstances where not a sufficiently material misrepresentation) to retain possession of the Vehicle and claim for any losses directly suffered by the Buyer (subject to the time limits set out in clause 10.5 below and subject at all times to the restrictions set out in clause 3.2 and exclusions and caps on liability set out at clauses 7.6 to 7.8).

10.5 The time limit for bringing a claim for breach of warranty or representation under clause 3.1 is three days from the date of Acceptance, unless it relates to title in which case it is six months from the date of Acceptance.

10.6 For the avoidance of doubt, clauses 10.2 to 10.5 form part of the Contract.

10.7 The Buyer has the benefit of any relevant G3R Assured Scheme warranties where the Buyer has been informed by G3R that G3R Assured Scheme applies to those Vehicles and paid the Purchase Price and G3R's Fees in full and cleared funds.



- 10.8 The Buyer has the benefit of the promises provided by G3R in accordance with clauses 14.1 to 14.2 when the Buyer has paid the Purchase Price and Fees in full and cleared funds.
- 11 G3R's Rights**
- 11.1 G3R has the right to decline to auction or otherwise offer for sale any Vehicle at its sole discretion.
- 11.2 G3R may refuse any company's, organisation's or individual's entry to its premises or require any individual to leave its premises at its sole discretion and without giving a reason for doing so.
- 11.3 G3R will have the right to refuse any person's or company's access to its website or other software or electronic systems or facilities and/or to suspend any such rights of access at its sole discretion.
- 11.4 G3R may withdraw or suspend at any time any facilities made available by it to any company, organisation or individual including any credit facilities or any account holder rights (such suspension or withdrawal being at G3R's sole discretion).
- 11.5 G3R will have the right not to take or accept any Bid from any company, organisation or individual and will have the right to require any Buyer to be properly authorised by G3R to participate in any particular sale of Vehicles.
- 11.6 G3R will have the right to put in place rules at its discretion from time to time regarding the acceptance of Bids electronically. All Buyers agree to be bound by those rules.
- 11.7 G3R is not bound to accept any particular Bid and G3R's decision regarding the submission of Bids will be final.
- 11.8 A Buyer agrees and understands that where it is using an electronic means of submitting Bids, a Bid may not be received by G3R and/or G3R's system may not recognise, accept or utilise that Bid. Buyers agree to use any of G3R's electronic systems at their own risk that a Bid will not be received, accepted or utilised.
- 11.9 G3R makes no guarantees as to the availability of any equipment or electronic systems or communication facilities made available by it. G3R makes no promises that a prospective Buyer will have uninterrupted, secure or error free access to G3R's electronic systems and communication facilities.
- 11.10 The Seller grants G3R the express authority to do any of the following in G3R's sole discretion:
- (a) rescind the Contract;
  - (b) withdraw any Vehicle from sale; and
  - (b) negotiate the sale of any Vehicle by Private Treaty Sale between any Buyer and the Seller.
- 11.11 The Buyer acknowledges that the Seller may himself bid or procure that another person (but no more than one other person) may bid on his behalf, on any Vehicle he sells through G3R up to the Reserve prescribed by the Seller for that Vehicle.
- 11.12 Sellers authorise G3R to, and agree that G3R will, have the absolute discretion without giving any reason:
- (a) to decide when and how any Vehicle will be offered for sale;
  - (b) to withdraw any Vehicle from sale;
  - (c) to re-enter any Vehicle for sale;
  - (d) to bid on any Vehicle on behalf of the Seller up to the Reserve prescribed by the Seller;
  - (e) to sell any Vehicle to the Buyer making the highest Bid that G3R accepts where there is no Reserve set by the Seller;
  - (f) to refuse any Bid;
  - (g) to divide any lot;
  - (h) to combine two or more lots; or
  - (i) in the case of dispute, to put any lot in for auction again.
- 11.13 Each Buyer and Seller agrees that all right, title and interest in data collected and processed by G3R (including all database rights created by it) will inure to and belong to G3R.
- 11.14 Each Buyer and Seller agrees that all copyright (including rights in software), trademarks, database rights and any other intellectual property rights in



- any website operated by G3R or in any other electronic communication facilities operated and provided by G3R or any other document, report, appraisal or other information produced or compiled by G3R will be the property of and belong to G3R (and/or its licensors). No rights in any of G3R's intellectual property rights (including trademarks, copyright and logos) are granted to a Seller or a Buyer other than such limited rights as are strictly necessary for use of G3R's website or electronic communication facilities made available by G3R.
- 11.15 Sellers and Buyers may not copy, reproduce, republish, reverse engineer, commercially exploit or otherwise make use of G3R's intellectual property other than for the strict purpose of using the website, communication facilities and other systems made available by G3R in order to receive and use the services offered by G3R.
- 11.16 Ownership and title to any Vehicle will pass to G3R where:
- (a) G3R has paid over the Purchase Price to the Seller before G3R is in receipt of those monies from the Buyer; and
  - (b) G3R has paid to the Buyer any amount under G3R Assured Scheme and where the Vehicle is to be returned to G3R; and
  - (c) G3R has paid to the Buyer any amount pursuant to clause 14.2 and where the Vehicle is to be returned to G3R.
- 11.17 Notwithstanding the fact that title has passed to G3R in accordance with clause 11.16, G3R will not itself be responsible or liable for the warranties and representations set out at clause 3.1, unless G3R has itself entered the Vehicle for sale.
- 11.18 Sellers and Buyers agree that G3R will have a lien on any Vehicle in respect of any monies due to it from the Seller or the Buyer (as relevant).
- 11.19 G3R may retain possession of the Vehicle until a Buyer is able to prove that it has paid the Purchase Price and Fees in full and cleared funds and, where relevant, any agent acting on behalf of a Buyer can prove he has the requisite authority to act on the Buyer's behalf. G3R has the right to require proof of identification before releasing the Vehicle to any person.
- 11.20 G3R may charge interest at the Rate of Interest on any overdue payments owed to it.
- 11.21 G3R will have the right to deduct its Fees or any other amount properly due and owing to it by the Seller from the Purchase Price (whether or not the Fees relate to the Vehicle to which the Purchase Price relates).
- 11.22 The Seller and the Buyer agree that G3R will have a right to charge them both Fees where Vehicles are on G3R's premises and where the Seller and Buyer have reached an agreement between themselves on the sale and purchase of those Vehicles.
- 11.23 In the event that there is any dispute between a Seller and a Buyer, the Seller and Buyer authorise G3R to retain the Purchase Price and possession of the Vehicle until that dispute has been settled. In the event that the dispute is settled such that a Seller has agreed to cancel the Contract, G3R will return the Purchase Price to the Buyer and the Vehicle will remain in the ownership of the Seller to dispose of as it wishes. In the event that the Seller agrees to reduce the Purchase Price, G3R will return the amount equivalent to the reduction in the Purchase Price to the Buyer and pass the residue (less G3R's Fees) to the Seller and release the Vehicle to the Buyer. Where the dispute cannot be settled within a reasonable period of time, G3R will determine based on the facts available to it (and whether by itself, by reference to interpleading or by appointment of an adjudicator) who is entitled to the Vehicle and the Purchase Price.
- 12 Risks**
- 12.1 All Vehicles are handled, driven (including during collection and delivery of the Vehicle) and left on G3R's premises at the risk of:
- (a) the Seller until Acceptance; and
  - b) the Buyer immediately upon Acceptance.
- 13 G3R Assured Scheme**
- 13.1 G3R may, at its discretion, offer a Vehicle for sale with the benefit of G3R Assured Scheme. Where G3R Assured Scheme has been offered by G3R, it will be identified on the Vehicle and/or in any catalogue or other description listing the Vehicle for sale, and at the auction.
- 13.2 Any Vehicle sold with the benefit of G3R Assured Scheme will be subject to G3R Assured Scheme Terms and Conditions.



**14 Buyer's Premium**

14.1 Subject to G3R being in receipt of the Buyer's Premium, any other relevant Fees and the Purchase Price for the Vehicle, and no disclosures having been made to the contrary:

the Buyer is entitled to rely on the following representations and warranties made by G3R:

- (a) unencumbered title to the Vehicle will be passed to the Buyer so that it will own the Vehicle;
- (b) the Vehicle has not been the subject of an Insurance Total Loss and/or is a Stolen Recovery (unless disclosed otherwise);
- (c) the odometer of any Vehicle (or the vehicle's total mileage if this is provided) if noted to be warranted as correct on any sales catalogue or other written description of the Vehicle will be true and accurate.

14.2 In the event that any of the warranties and representations given at clause 14.1 is proven to be untrue (the Buyer having provided evidence reasonably satisfactory to G3R), then a Buyer will have the right to return the Vehicle to G3R and to be repaid the Purchase Price provided always that:

- (a) in respect of clause 14.1 (a), the Buyer has notified G3R in writing within six months of Acceptance bringing a claim under clause 14.1; and
- (b) in respect of clause 14.1 (b), the Buyer has notified G3R in writing within three days of Acceptance bringing a claim under clause 14.1; and
- (c) in respect of clause 14.1 (c), the Buyer has notified G3R in writing within three days of Acceptance bringing a claim under clause 14.1 and G3R will only be liable to the Buyer in respect of any negative difference between the Market Value of the Vehicle on the date of Acceptance and the actual price paid for the Vehicle by the Buyer arising from a discrepancy between any mileage warranted in relation to the Vehicle at the time of Acceptance and the actual mileage of the Vehicle and only then if the discrepancy is at least 1,000 miles or 10% more

than the actual mileage of the Vehicle (whichever is greater); and

(d) in respect of each of clause 14.2 (a) to 14.2 (c), the Buyer has not by its own acts or omissions damaged or tampered with the Vehicle.

**15 Additional Services**

**15.1 Delivery/Collection**

15.1.1 If G3R is requested to collect or deliver any Vehicles, G3R will use reasonable efforts to deliver and/or collect the Vehicles within any time agreed with the Seller or Buyer. Time will not be of the essence and G3R will have no liability for late or non-delivery or collection on the date and time that has been agreed.

15.1.2 G3R will use reasonable care and skill in delivering and/or collecting the Vehicles, but all risk in the Vehicles during the transportation of them will remain with the Seller and/or Buyer as relevant in accordance with these Standard T&Cs.

15.1.3 Charges for delivery and/or collection will be at G3R's current rates then in force (or as may otherwise be agreed). Each Seller and Buyer agrees to pay any road tolls or congestion charges incurred by G3R in the performance of any delivery and/or collection services.

**15.2 Storage**

15.2.1 G3R will have the right to charge storage fees (at the standard rate in force from time to time) where any Vehicles remain on G3R's premises (which includes all land leased, owned or utilised by G3R) and where:

- (a) a Seller refuses to permit G3R to enter Vehicles for auction or sale on a date specified by G3R; or
- (b) a Seller withdraws a Vehicle from auction or sale; or
- (c) a Buyer leaves the Vehicle on G3R's premises for more than three days after Acceptance (including where the reason for them being left on G3R's premises is that the Buyer has failed to pay the Purchase Price in respect of those Vehicles); or
- (d) a Seller or Buyer requests that Vehicles be left on G3R's premises; or



(e) Vehicles are left on G3R's premises for more than three days (for whatever reason) except where G3R has agreed terms for the provision of storage services (in which event those terms will apply); and

where storage fees are chargeable in accordance with this clause 15.2.1, storage fees will be charged (unless agreed otherwise) from Acceptance (or in respect of Sellers from the point of delivery to G3R) up to and including the date the Vehicles are removed.

15.2.2 Unless agreed otherwise, risk in such Vehicle will at all times remain with the Seller and/or Buyer (whichever is relevant). Where Vehicles have been left or abandoned on G3R's premises, the Seller and/or the Buyer (whichever is relevant) hereby authorise G3R to sell the Vehicles.

**16 Liability**

16.1 Nothing in these Standard T&Cs will limit G3R's liability for:

(a) death or personal injury arising from our negligence or fraud; or

(b) for fraudulent misrepresentation.

16.2 G3R will have no liability to either a Buyer or a Seller for any:

(a) loss of profit (whether direct or indirect and whether or not reasonably foreseeable by the parties),

(b) loss of goodwill,

(c) loss of business,

(d) increased management costs,

(e) lost opportunity, and

(f) special and consequential losses

(and each of (a) to (f) in this clause 16.2 are intended to be severable from this clause where the law so requires).

16.3 G3R will have no liability for theft or damage to a Vehicle (except where the damage is caused by G3R's employees) when on G3R's premises.

16.4 Whilst care is taken to ensure the accuracy of any information provided or made available to G3R (which may include any information that is then listed in the Entry form, catalogues, listings, appraisals and any other sales literature in use from time to time), G3R are under no responsibility to check such information for accuracy. G3R will incur no liability to any person or persons in respect of any such misdescription, nor will any sale be invalidated by reason of any misdescription in a catalogue or listing, etc.

16.5 G3R will accept no responsibility to safeguard any data not belonging to G3R and will have no liability as a consequence of information or data not being received by it and nor will G3R have any liability for the availability of any website, system or any electronic means of communicating with G3R.

16.6 At no time will G3R's liability exceed the greater of the Purchase Price or the Market Value of the Vehicle (that the claim or loss relates to).

16.7 G3R will have no liability to a Buyer or a Seller for any delay in performance if and to the extent that the delay is due to circumstances beyond its reasonable control.

**17 General**

17.1 Where Vehicles are sold or purchased, or where G3R provides any services, under these Standard T&Cs, G3R will require certain information from the Buyer or Seller (as applicable), which may include personal data (as defined in accordance with the Data Protection legislation). Any/all personal data collected by G3R for such purposes will be processed by G3R in accordance with G3R's privacy policy, which can be accessed at [www.g3remarketing.co.uk](http://www.g3remarketing.co.uk).

17.2 Use of G3R's website will be subject to G3R's website terms and conditions, which can be accessed at [www.g3remarketing.co.uk](http://www.g3remarketing.co.uk). G3R makes no promises or representations regarding the availability of that website or any other system or electronic means of communication made available by G3R.

17.3 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to the sale and purchase of Vehicles pursuant to these Standard T&Cs.



- 17.4 These Standard T&Cs set out the entire agreement between (1) G3R and Seller; (2) G3R and Buyer; and (3) the Seller and the Buyer.
- 17.5 No other person except for the parties to these Standard T&Cs will have any right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Standard T&Cs. Nothing in these Standard T&Cs will affect any right or remedy of a third party which exists or is available other than as a result of the aforementioned Act.
- 17.6 These Standard T&Cs contain all the terms which are agreed in relation to the sale and purchase of a Vehicle and supersede any prior written or oral agreements, representations or understandings between the parties relating to the Vehicle. A party proceeds to sell and purchase Vehicles solely on the basis of the terms set out in these Standard T&Cs.
- Nothing in this clause will exclude liability for fraud or fraudulent misrepresentation.
- 17.7 Without prejudice to any other right or remedy, G3R will be entitled but not obliged at any time to set off any liability of the Seller or Buyer owed to G3R against any liability of G3R to the Seller or Buyer as relevant (and howsoever arising and whether any such liability is present or future, liquidated or unliquidated).
- 17.8 If any clause, sub-clause, or any part of a clause or sub-clause, of these Standard T&Cs is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable than that provision will, to the extent required, be severed from these Standard T&Cs and will be ineffective. All other provisions of these Standard T&Cs will remain in full force and effect with such modifications as may be necessary to give effect to the remaining Standard T&Cs.
- 17.9 Written Communications: Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with G3R will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 17.10 Notices: All e-mail notices given by G3R to you will be sent to you at the e-mail address you provided to us when registering to use our site. Notice will be deemed received and properly served immediately when posted on our website or 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such e-mail was sent to the e-mail address specified by you when you registered to use our site, or in the case of notices posted on our site, by the production of a copy of the cached page showing the notice.
- 17.11 Waiver: If G3R fail, at any time, to insist upon strict performance of any of your obligations under any of these Standard T&Cs, or if G3R fail to exercise any of the rights or remedies to which we are entitled under these Standard T&Cs, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by G3R of any of these Standard T&Cs will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 17.10 above.
- 17.12 Both the Buyer and the Seller agree not to assign their rights and obligations under these Standard T&Cs.
- 17.13 No partnership, joint venture, employee-employer or franchisor-franchisee relationship arises between G3R and either Buyer or Seller by reason of these Standard T&Cs.
- 17.14 These Standard T&Cs and any Contract relating to the sale and purchase of a Vehicle through G3R will be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of or in connection with these Standard T&Cs or relevant Contract.



## G3 REMARKETING LTD (G3R) – GENERAL INFORMATION

**Welcome to G3 Remarketing:** We aim to make your buying experience a pleasant and easy one. We would ask that firstly you make yourself aware of our Standard Terms and Conditions as by bidding you are taken to have agreed to be bound by them. Buying a car is a big decision, so be confident that you have found the vehicle that really suits your needs and requirements.

Buying at auction is different from buying elsewhere, so please make sure that you are comfortable in the environment and pace of the auction before bidding. To bid on a vehicle please raise the Buyer’s card in the air. This will help the auctioneer to see that you are bidding. There may be other bidders bidding on the same vehicle, so please set yourself a limit and bid quickly as we would hate to disappoint you.

Each of our vehicles carries a description in the windscreen, however, we would ask that you confirm these for yourself by carrying out a full inspection of the car and its additional extras before bidding.

We recommend that you arrive one hour prior to the start of the auction, to allow you to carry out a full internal and external inspection of the vehicle and ensure that you are happy with the description and mechanical condition of a vehicle. We do ask that you request assistance from our Customer Helpers who will be pleased to answer any questions.

All vehicles are sold as seen with all faults and imperfections, unless otherwise stated by the auctioneer. The auctioneer will offer a description of the vehicle; which will be legally binding and override any description provided on the windscreen or in any of our literature.

Don’t forget all Buyers are charged a Buyer’s premium – our Sales team will be happy to provide you with details; and remember that this is subject to VAT.

If you buy from us, please remember that it is your responsibility to ensure the vehicle is in a roadworthy condition before driving it on a public highway – G3R can provide you with a competitive delivery rate should you require this service.

Finally, remember that a Bidding card needs to be returned to obtain a deposit refund. Should you lose the card, you will lose your deposit. Please keep it safe.

**\*\*\*\*\*REMEMBER – NO BIDDER CARD = NO DEPOSIT REFUND \*\*\*\*\***

For further information, please contact us on:

[www.g3remarketing.co.uk](http://www.g3remarketing.co.uk)

0845 190 6363

[info@g3r.co.uk](mailto:info@g3r.co.uk)

## USEFUL TERMS

Provisional Bid	This means that your bid is less than the Reserve (i.e. the minimum the seller is willing to accept), and we will need to contact our seller for authorisation to sell. You may not receive an answer until the working day after the sale if the sale is held after 5.00pm. Please proceed to our Provisional Bids office where our friendly staff will provide you with an update on your bid.
Outright/Sold	You have now purchased the car, as yours was the highest bid. All that remains to be done is pay for the vehicle. Please proceed to our Cashiers Office who will be happy to assist you. Remember payment must be made within 24 hours by bank transfer, debit or credit card (fees apply).
Warranted Mileage	The seller has informed us that the mileage on the vehicle is correct.
Marginal	No VAT is charged on the hammer price of those vehicles.
VAT Qualifying	VAT can be reclaimed on this vehicle if it continues to be used for a qualifying purpose; any VAT on these vehicles are included in the hammer price and NOT in addition.
Plus VAT	All commercial vehicles are subject to VAT unless otherwise stated by the Auctioneer.

### I’m not sure?

Then please ask one of our members of staff, who will be happy to help - we want our customers to enjoy their car buying experience at G3R.

<b>Other Sale Days:</b> G3R Sales take place every week as follows:	Monday	10.00 am	Physical and Online
	Tuesday	4.00 pm	Physical and Online
	Wednesday	10.00 am	Online only
	Thursday	4.00 pm	Physical and Online