

ASTON BARCLAY LIVE™

ONLINE AUCTION USER TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells the buyer (**you**) the terms and conditions on which Aston Barclay plc provides facilities for you to place online bids (**Bids**) for a vehicle (**Vehicle**) which is listed on our website www.astonbarclay.net (**our site**) and which is being auctioned at one of the auction centres owned by one of our subsidiaries. As such, we operate our site as agent of those subsidiaries. Please read these terms and conditions carefully before placing any Bids through our site. You should understand that by logging in to use our site, you agree to be bound by these terms and conditions and you acknowledge that they override any terms and conditions which you purport to impose. Any Bids placed by you, and any contract for the purchase of a Vehicle, is made in accordance with and subject to these terms and conditions and the relevant General Conditions of Auction.

These terms and conditions should be read in conjunction with the **General Conditions of Auction (Chelmsford - Prees Heath - Westbury)** in use by the relevant subsidiary. In the case of inconsistencies between these terms and conditions and the Auctioneer's General Conditions of Auction, these terms and conditions shall prevail. When using the online auction facility, the General Conditions of Auction of each of the subsidiaries shall be treated as varied by these terms and conditions by the insertion of conditions 8 to 14 inclusive of these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1 Information About Us and Our Subsidiaries

- 1.1 www.astonbarclay.net is a site operated by Aston Barclay plc (**we/us**). We are registered in England and Wales under company number 01644813 and our registered office address is The Car Auction, Drovers Way, Chelmsford, Essex, CM2 5PP. This is also our main trading address.
- 1.2 We own a number of subsidiaries (as defined in section 736 of the UK Companies Act 1985), each of which is registered in England and Wales with the same registered office as ours, and which operates an auction centre as follows:
 - 1.2.1 Chelmsford - Aston Barclay Chelmsford Limited, company number 0638328, trading at The Car Auction, Drovers Way, Chelmsford, Essex, CM2 5PP;
 - 1.2.2 Westbury - Aston Barclay Westbury Limited, company number 00849305, trading at Brook Lane, Westbury, Wiltshire, BA13 4EN;
 - 1.2.3 Prees Heath - Aston Barclay Prees Heath Limited - company number 02401056, trading at Heath Road, Whitchurch, Shropshire, SY13 2AE.
- 1.3 When you place a Bid, you are placing it with the relevant subsidiary which is running the auction in question, depending on the location of the Vehicle. In each case, the relevant subsidiary will be the auctioneer (**Auctioneer**).
- 1.4 When we send any communication to you relating to any of the auctions, we do so as agent of the relevant Auctioneer. Any communication which you may have relating to an auction must be sent to the relevant Auctioneer.

2 Service Availability

- 2.1 Your use of our site is subject at all times to our [Terms of Website Use](#) and our [Privacy Policy](#). By logging into our site, you agree to be bound by and consent to our Terms of Website Use and our Privacy Policy.
- 2.2 We do not guarantee that your access to our site or that your placing of Bids will be uninterrupted, without delay, secure or error free. Our site is provided on an "as is" basis and we exclude all liability whatsoever arising out of or in connection with your inability to access our site, place Bids or win any auctions.

3 Your Status

By logging into our site and placing a Bid, you warrant that:

- 3.1.1 You are the registered user of the username and password which was allocated to you on registration to use our site;
- 3.1.2 You are placing a Bid on behalf of a business acting in the course of business;
- 3.1.3 You are authorised to place Bids on behalf of the business and to legally bind that business; and
- 3.1.4 You are at least 18 years old.

4 How the Contract Is Formed Between You and the Seller

- 4.1 Once you have placed a Bid, our online system will indicate whether it has been registered. Your Bid constitutes an offer to the Auctioneer (as agent of the third party seller (**Seller**)) to buy a Vehicle. If your offer is accepted as the highest bid by the Auctioneer on behalf of the Seller and the reserve price has been met, confirmation of such acceptance (**Bid Acceptance**) will be highlighted on the online screen.
- 4.2 You may not withdraw any Bids without the Auctioneer's consent.
- 4.3 If our system confirms your Bid has been accepted in accordance with condition 4.1 above, you will become the "Buyer" as defined in the Auctioneer's General Conditions of Auction and accordingly Part B (Conditions of the Contract of Sale between the Seller and the Buyer) and Part C (Terms as between the Auctioneer and the Buyer) of the Auctioneer's General Conditions of Auction shall apply.

5 Delivery

You should note that it is your responsibility to arrange collection of the Vehicles you have bought. The Auctioneer may at its discretion offer delivery services in respect of the Vehicle, but this will be subject to transporter and driver availability and subject at all times to the Auctioneer's Conditions of Delivery, which are available upon request from the Auctioneer.

6 Payment of Online Auction Fee

In addition to any charges fees or purchase monies payable under the Auctioneer's General Conditions of Auction, you will be liable to a fee of £30 plus VAT charged by us for participating in and (if applicable) winning the relevant auction through using our site. Details of our current fees, and those of the Auctioneer, can be obtained from the Auctioneer prior to the auction. The fee for participating in the auction and (if applicable)

for winning the auction through using our site will become due for payment upon generation of the Bid Acceptance (see condition 4.1), and must be paid to the relevant Auctioneer at the same time as you pay for the Vehicle as provided for by the Auctioneer's General Conditions of Auction.

7 Our Liability and the Auctioneer's Liability

- 7.1 The Auctioneer's liability to you is as set out in the Auctioneer's General Conditions of Auction, as is the Seller's liability.
- 7.2 You accept that your purchase of the Vehicle is being made in accordance with the Auctioneer's General Conditions of Auction. You acknowledge and confirm we have no liability or obligation whatsoever to you in respect of any representation or statement made by us on our site about the specification, colour or condition (together "details") of the Vehicles listed there. All such details are provided for information purposes only. All Vehicles are available for inspection prior to the commencement of the auction and you should satisfy yourself as to the details of the relevant Vehicle prior to placing any Bids.
- 7.3 By placing Bids, you acknowledge and confirm you accept that the relevant auction is being operated by the relevant Auctioneer and that we accept no liability whatsoever for the actions or omissions of that Auctioneer.
- 7.4 Nothing in these terms and conditions limits in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

8 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 us (and the Auctioneer) will be mainly electronic. We (and/or the Auctioneer) will contact you by e-mail 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.

9 Notices

All e-mail notices given by us (and the Auctioneer) 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 e-mail, 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.

10 Waiver

- 10.1 If we fail, at any time, to insist upon strict performance of any of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 10.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

10.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

11 Severability

If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12 Entire Agreement

12.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter contemplated by these terms and conditions and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

12.2 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

13 Our Right to Vary These Terms and Conditions

13.1 We have the right to revise and amend these terms and conditions from time to time.

13.2 You will be subject to the policies and terms and conditions in force at the time that you log in to use our site.

14 Law and Jurisdiction

Your use of our site and contracts for the purchase of Vehicles entered into through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.