

TERMS AND CONDITIONS

DEFINITIONS

1.1 In this Contract, unless the context otherwise requires, the following terms have the following meanings:

"Commencement Date" means the commencement date specified on the front page of this Contract

"Contract" means the attached consignment form and these terms and conditions, together with any attachments or documents referred thereto

"Copart" means Copart UK Limited, registered in England and Wales with company number 929621, and whose registered address is at Acrey Fields, Woburn Road, Wootton, Bedfordshire, MK43 9EJ

"Seller" means the vehicle dealer whose details are specified on the front page of this Contract

"Services" means the collection, management, storage, sale at auction and/or disposal (by sale or return to owner) of vehicles consigned by the Seller pursuant to the terms of the Contract

1.2 In the case of conflict or ambiguity between any provision contained in these terms and conditions and the front page of this Contract, the former shall take precedence.

2. APPOINTMENT, SCOPE & DURATION

2.1 The Seller appoints Copart as its sole agent to provide the Services within mainland Great Britain in accordance with the provisions of this Contract and Copart accepts the appointment on those terms.

2.2 The Seller shall not, during the duration of this Contract, appoint any other person, form or company as its agent, distributor or franchisee for the provision of the Services or itself sell any vehicles it agrees to consign to Copart pursuant to this Contract.

2.3 Any sale whether concluded as a Buy It Now, Pure Sale or a Minimum Price Sale (each defined below) shall be between the Seller as the seller, and the maker of the accepted offer to purchase as the buyer. (the "Buyer") Save as expressly set out in this Contract the Seller will have no legal right of action against Copart in respect of any cause of action howsoever arising out of or in connection with the sale of the vehicle(s).

2.4 You authorise Copart to accept verbal authorisation from you or your authorised representative to accept a bid and sell the vehicle for an offer lower than the Minimum Price at our option.

2.5 You may be required to purchase the vehicle back from the Buyer and pay all fees.

2.6 This Contract shall be deemed to have commenced on the Commencement Date and shall remain in force until terminated by either party on notice in writing.

3. THE SERVICES

3.1 Copart shall manage offers to purchase made by potential buyers and either (a) accept the amount offered as a "buy it now" ("Buy It Now") or (b) accept the highest offer in a sale without a reserve (a "Pure Sale") or (c) where the Seller has set a reserve price (a "Minimum Price"), to accept the highest offer over the Minimum Price ("Minimum Price Sale").

3.2 The Seller may not bid on its own vehicle in Copart's auctions.

3.3 Copart reserves the right to refuse to offer for sale any vehicle in its absolute discretion. Copart also reserves the right to cancel any concluded contract of sale for any reason whatsoever, including without limitation, any misrepresentation made by the Seller in respect of the vehicle or the Seller omitting to disclose any relevant information to Copart in respect of the history or condition of the vehicle.

3.4 Copart will provide the Services (a) diligently, efficiently and in a timely manner, (b) using reasonable skill and care in compliance with all relevant legislation, and (c) by employees possessing the appropriate skills and experience.

3.5 In providing the Services Copart will rely upon any instructions and information provided by the Seller when it consigns each vehicle to Copart using Copart's secure online portal known as the 'Seller Site'. Each consigned vehicle will be listed as a Pure Sale unless the Seller indicates via 'Seller Site' that it wishes the vehicle to be a Minimum Price Sale.

3.6 Vehicles consigned to Copart under this Contract will be stored free of charge until the close of business on the second day following a vehicle's third failed or uncompleted sale. If such vehicle remains on Copart's property thereafter it will accrue storage charges at a rate shown in the Trade Sales Fee schedule per day or part day thereafter until it leaves Copart's premises. If the Seller collects such a Vehicle from Copart's premises no release fee will be levied. Vehicle returns carried out by Copart will be charged a set figure per vehicle if the return location is within 100 miles of the relevant Copart UK facility; charges for returns over 100 miles are available on request and will vary by distance. Every subsequent listing over the agreed number of listings will incur a re-listing fee per vehicle in accordance with the Trade Sales fee schedule. The Seller will be liable to pay any storage charges, re-list fees and/or collection/delivery charges incurred by the Seller in accordance with clause 4.3.

3.7 If the Seller consigns a vehicle to Copart under this Contract but that vehicle is unavailable or inaccessible when Copart arrives to collect it, the Seller shall be liable for a failed collection charge of £75 (at Copart's sole option).

3.8 If a vehicle consigned to Copart under this Contract (a) bears a private registration plate at the time that vehicle passes into Copart's safekeeping, that registration plate (as the case may be) will be deemed to form part of the vehicle that is to be sold and ownership will duly pass to the Buyer on completion of the sale.

3.9 It is the Seller's responsibility to remove, at its own cost, all personal items from the vehicle which have been left in a vehicle when that vehicle comes into Copart's possession. Ownership of any personal items in the vehicle at the time of sale will duly pass to the Buyer on completion of the sale. The Seller warrants that Copart has authority to include any such items in the sale of a vehicle.

4. CONSIDERATION

4.1 In consideration of Copart's provision of the Services, the Seller will pay Copart the fees and charges which are published on www.copart.co.uk in the document named "Trade Sale Fees".

4.2 Copart reserves the right to increase its fees and charges, provided that such fees cannot be increased more than once in any 12 month period. Copart will give the Seller written notice of such increase no later than two months before the proposed date of the increase.

4.3 Copart shall remit any vehicle sale proceeds to the Seller (less any applicable fees and charges), by the method indicated on the front page of this Contract, usually no sooner than 2 working days and no later than 7 business days after the date on which the vehicle is sold via auction and payment has been received in cleared funds from the Buyer.

4.4 Any introductory or trial incentives listed in the 'Special instructions/information' section on the fee page of this Contract (including without limitation discounted charges) will apply until the earliest of (a) the period stated on the front page of this Contract or, (b) one month after the Commencement Date, or (c) the date of consignment of the tenth vehicle consigned by the Seller to Copart under this Contract.

4.5 In the event that the Seller fails to pay any fees due to Copart, the Seller shall on demand pay all such fees and costs to Copart, as well as all legal costs (on an indemnity basis) incurred by Copart in enforcing the Seller's payment obligations.

5. CONFIDENTIALITY

5.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 5.2.

5.2 Either party may disclose the other's confidential information

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the other party's obligations under this Contract. Each party shall ensure that its employees, officers and representatives or advisers to whom it discloses confidential information comply with this clause 5;

(b) if the disclosure of the other party's confidential information is agreed in writing; or

(c) as may be required by law, a court of competent jurisdiction or any regulatory, governmental or administrative authority with jurisdiction over either party.

6. SELLER'S WARRANTIES & INDEMNITY

6.1 In respect of each vehicle consigned to Copart under this Contract, and in addition to the warranties set out in the Seller's Declaration, the Seller warrants to Copart that it:

(a) has a good title;

(b) shall provide Copart only with complete and accurate instructions and information (including where applicable and without limitation valid V5 and MOT certificates); and

(c) that no vehicle identification numbers or other identification marks have been tampered with, replaced, altered or otherwise interfered with in respect of the vehicle.

6.2 The Seller shall at all times throughout the lifetime of this Contract and for 6 years thereafter indemnify Copart and keep Copart fully indemnified against all direct, indirect or reasonably foreseeable costs, claims, demands, expenses, proceedings and any losses suffered by Copart as a result of the breach of the warranties set out in this Contract.

7. EXCLUSION & LIMITATION OF LIABILITY

7.1 Except as set out in this Contract, Copart excludes any other warranties, conditions and terms, whether statutory, implied or otherwise. Further, this Contract sets out the entire financial liability of Copart (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Seller in respect of (a) any breach of this Contract; (b) any use made by the Seller of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

7.2 Nothing in this Contract excludes the liability of either party to the other party for (a) death or personal injury caused by the first party's negligence, (b) the first party's fraud or fraudulent misrepresentation, or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.3 Subject to clause 7.2:

(a) Copart shall under no circumstances whatsoever be liable to the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any pure economic loss or loss of profit, or any indirect or consequential loss or any professional fees, charges or fines or penalties arising under or in connection with the Contract; and
(b) Copart's total liability to the Seller in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000 for each claim or series of connected claims.

8. CONSEQUENCES OF TERMINATION

8.1 On termination of the Contract:

(a) the Seller shall immediately pay to Copart all outstanding amounts due to Copart (if applicable) and, in respect of Services supplied by Copart but for which no invoice has been submitted, Copart may submit an invoice, which shall be payable immediately on receipt;
(b) Copart shall return at the Seller's expense all vehicles in the possession of Copart which have yet to be sold, or otherwise dispose of the same as the Seller may instruct;
(c) Copart shall cease to promote, market, advertise or sell the Seller's vehicles; and
(d) the following clauses shall continue in force: clause 5 (Confidentiality), clause 6.2 (Seller's indemnity), clause 7 (Exclusion & Limitation of Liability) and clause 10.10 (Governing law and jurisdiction).

8.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9 ANTI-BRIBERY

9.1 The Seller shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
(c) save where the Seller is an individual, have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
(d) promptly report to Copart any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract;

10. MISCELLANEOUS

10.1 The Seller may not assign, deal with or otherwise dispose of any rights under this Contract without Copart's prior written consent, such consent not to be unreasonably withheld. Copart may subcontract its obligations under this Contract but shall always remain liable for performance of its obligations under this Contract as though acting as principal.

10.2 All sums stated as payable under this Contract are exclusive of Value Added Tax or other applicable sales tax which, where payable, shall be added to the sum in question at the prevailing rate.

10.3 Notwithstanding clause 4.2, on each anniversary of the Commencement Date, all sums stated as payable by the Seller to Copart under this Contract shall be increased in line with any increase in the Retail Prices Index over the preceding 12-month period.

10.4 If any provision of this Contract is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect and the illegal or unenforceable provision shall be construed in a manner that gives effect to as much of the relevant provision as is permissible in the circumstances.

10.5 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10.6 Any notice required to be given in connection with this Contract must be given in writing and may be delivered by hand or sent by first class pre-paid post, by email or by fax to the Company Secretary of the party to which notice must be given at the address specified at the beginning of this Contract. Any notice will be deemed to have been received by the addressee if delivered by hand at the time of delivery or, if sent by first class post, 2 business days after being posted, or if delivered by fax or by email, at the time of transmission provided that both a confirming copy is sent by first class post to the other party within 24 hours of transmission, and no notification informing the sender that the message has not been delivered has been received by the sender.

10.7 No failure or delay by a party in exercising any right under this Contract will operate as a waiver of that right.

10.8 This Contract contains the entire agreement between the parties and supersedes all other agreements whether written or oral between the parties relating to the provision of the services contemplated by this Contract and any such prior agreements are cancelled as at the Commencement Date (but without prejudice to any rights which have already accrued to either party). The Seller acknowledges that it is not entering into this Contract in reliance on any representation not expressly set out in this Contract. This Contract may not be modified except by an instrument in writing, signed by duly authorised representatives of both parties.

10.9 The parties do not intend that any provisions of this Contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Contract.

10.10 The laws of England shall govern this Contract and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

FEES AND CHARGES*

Sale Fee	10 photographs, entry into 1 auction with up to 2 free of charge auction re-runs. Option of direct marketing at an additional fee	£67.50 per vehicle
Collection Fee	Collection within 100 mile radius of the facility	£20 per vehicle
Failed Collection Fee	Vehicle unavailable or inaccessible on agreed collection day	£75 per vehicle
Return Transport	Return within 100 mile radius of the facility(within yard allocated area)	£50 per vehicle
Additional Mileage	Charge for additional mileage above 100 miles (10 Zones) for both collection and return (Charged per 5 mile zone)	£5 per zone
Buy It Now Price	Ability to offer the vehicle for sale at a fixed price determined by the seller	£10 per vehicle
Enhanced Listing	Additional 10 photographs to enhance offering	£15 per vehicle
Removal of rubbish and un-associated items from vehicle	This is NOT a requestable item – but fee will be charged if rubbish or items not associated with the vehicle have to be removed from it	£50 per vehicle
Removal of Logos	This service price is offered for cars and removal of a telephone number or name. Price for other vehicles on request – dependant on size	£30 per vehicle
Re-Listing Fee	Charges for subsequent re-listings over the agreed number of listings	£35 per vehicle, per re-listing
Storage Fees	After third failed or incomplete auction sale	£15 per day per vehicle
Special instructions / information		

*All fees and charges are subject to VAT.

October 2015