**Request for Copart UK Limited to bid on vehicles on behalf of the Customer**

**(the “Agreement”)**

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| **Name of Customer**  **(the “Customer”)** |  |
| **Customer Address** |  |
| **Customer email and telephone Number** |  |
| **Member no. (if Customer is a member)** |  |
| **Auction details on which Copart UK Limited is being asked to bid (the “Auction”)** |  |
| **Details of Lot numbers (including maximum bid value for each lot)**  **(the “Lots” and “Bids” respectively)** | Lot: Max. Bid:  Lot: Max. Bid:  Lot: Max. Bid:  Lot: Max. Bid:  Lot: Max. Bid:  Lot: Max. Bid: |
| **Fees Payable by Customer**  **(the “Fees”)** | **For Non Copart Active Members**  Each Customer who is not an active Copart member will be required to provide Copart with details of its credit/debit card, from which Copart will hold the sum equal to 10% (up to a maximum of £200) of the Customer’s bid, which will only be taken in the event the bid is successful and the Customer fails to pay the bid amount.  This is not applicable to existing Copart active members.  **Engine removal, bay rental and transport costs**  This charge applies for the rental of space to strip the Vehicle\*, depollution, safe engine removal and applicable transport costs.  £100 per Vehicle plus transport costs and VAT  \*Breaker bay rental sessions are from 8.30am to 4pm Monday - Friday  **Re-scheduling fee**  This fee applies if an appointment is cancelled without a minimum 24 hours prior notice.  £50 plus VAT  **Storage charges**  Vehicles will be stored for up to 30 days without charge. A charge will apply per day (or part day) per Vehicle thereafter, until the Customer completes its breaker session.  £5.00 per day per (or part day) Vehicle plus VAT  **Relist fees**  Normal Copart relist fees apply if the Customer has not paid for the Vehicle or the Fees in full  See Copart’s published list of fees valid at the time of incurring the fee.  **Auction fees**  All successful bids are also subject to VAT and standard auction and related fees as listed at www.copart.co.uk |

This completed Agreement and your highest bid(s) must be received by 9am on the date of Auction.

I, , accept the terms set out in this Agreement including but not limited to the terms and conditions overleaf which are incorporated into this Agreement.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**YOUR ATTENTION IS PARTICULARLY DRAWN TO PARAGRAPHS 7 & 8**

1. The following terms and conditions govern the relationship between Copart UK Limited and the Customer with regard to the bidding, storing and disposing of vehicles purchased by Copart UK Limited on behalf of the Customer.

1. The Customer requests that Copart UK Limited bids as agent on behalf of the Customer on the vehicles entered under the Lots at the Auction (the “Vehicle” or “Vehicles”). In consideration for Copart UK Limited placing such bids, the Customer warrants that it will pay within 5 working days to Copart UK Limited the Fees and the purchase price of the Vehicles that are purchased at the Auction.

3. It is a condition of Copart UK Limited agreeing to bid on behalf of the Customer that the Customer will assign, free from any restriction, the vehicle chassis, frame and rights in the relevant registration documents to Copart UK Limited for each Vehicle. The Customer hereby acknowledges that, when the Customer has finished removing the parts it requires from the Vehicles that Copart UK Limited will destroy the Vehicle chassis and frame and notify the relevant vehicle registration authorities in the United Kingdom of such destruction.

4. Upon the Customer making payment of the Fees and the purchase price of the Vehicles to Copart UK Limited in cleared funds, the Customer shall be entitled to attend the Copart UK Limited premises notified by Copart UK Limited to the Customer for the purpose of stripping any parts from the Vehicles, save for the chassis and frame which shall be owned by Copart UK Limited. The Customer must complete the removal of the parts it wants from the Vehicles within the term of the breaker session which will run from 8.30am to 4pm.

5. The Customer shall be responsible for all licences, duties, taxes, inspections and compliance with all other regulatory or governmental obligations relating to the Vehicles or the parts taken from them by the Customer regardless of whether the Customer retains such parts in the United Kingdom or elsewhere.

6. The Customer shall be able to make changes to its instructions to Copart UK Limited under this Agreement in respect of bidding on Vehicles in writing at any time until 5pm on the day before the Auction for the particular Vehicle takes place. Thereafter Copart UK Limited will not be obliged to act on any further requests or instruction given to it by the Customer.

7. **UNLESS WE ARE LIABLE TO YOU FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR OUR FRAUD (IN WHICH CASE OUR LIABILITY IS UNLIMITED), WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFIT OR LOSS OF ANTICIPATED SAVINGS. HOWEVER, THIS SHALL NOT PREVENT YOU FROM CLAIMING AGAINST US FOR LOSS OF, OR DAMAGE TO, YOUR PHYSICAL PROPERTY WHICH IS CAUSED BY OUR NEGLIGENCE. IN ANY EVENT OUR MAXIMUM AGGREGATE LIABILITY TO YOU IN CONTRACT, TORT, DELICT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT, SHALL NOT EXCEED THE FEES.**

8. **THE CUSTOMER HEREBY AGREES TO INDEMNIFY, KEEP INDEMNIFIED AND HOLD HARMLESS COPART UK LIMITED, ITS DIRECTORS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL COSTS, DAMAGES, PENALTIES, INCLUDING BUT NOT LIMITED TO LEGAL AND OTHER PROFESSIONAL COSTS, THAT MAY BE PRESENTED TO COPART UK LIMITED, ITS DIRECTORS, EMPLOYEES AND AGENTS IN RESPECT OF THE VEHICLES, THE BIDS AND/OR ANY ACTION OR INACTION TAKEN BY THE CUSTOMER RELATING TO THE SAME.**

9. If the Customer fails to pay any sum due pursuant to this Agreement or otherwise falling due to Copart UK Limited, the Customer shall be liable to pay interest to Copart UK Limited from the due date for payment at the annual rate of five per cent (5%) above the base lending rate from time to time of the Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgement. In addition, the Customer hereby irrevocably authorises Copart UK Limited to sell any Vehicle owned by the Customer which is located at any Copart UK Limited premises and for Copart UK Limited to deduct and retain from the proceeds of any such sale, all Fees and other charges owing to Copart UK Limited by the Customer.

10. Copart UK Limited reserves the right to cancel this Agreement if it is prevented from, or delayed in, carrying out its obligations due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, bad weather, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials **PROVIDED THAT**, if the event in question continues for a continuous period in excess of thirty (30) days, the Customer shall be entitled to give notice in writing to Copart UK Limited to terminate this Agreement.

11. Copart UK Limited may cancel this Agreement and opt not to award a Vehicle to the Customer at its discretion. In such circumstances, Copart UK Limited shall return any sums already received from the Customer in respect of the Vehicle (including any Fees), but Copart UK Limited shall have no further liability to the Customer in respect of the Vehicle.

12. Each right or remedy under this Agreement is without prejudice to any other right or remedy whether under this Agreement or not.

13. If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unreasonable it shall to the extent of such invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement shall continue in full force and effect.

14. Failure or delay by either party in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under the Agreement. Any waiver by either party of any breach of, or any default under, any provision of this Agreement by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

15. Neither the Customer or Copart UK Limited intend that any term of this Agreement shall be enforceable by any person that is not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

16. This Agreement is personal to the Customer and the Customer agrees that it will not transfer its rights or obligations under it to anybody else. Copart UK Limited reserves the right to assign or subcontract any or all of its rights and/or obligations under the Agreement to a third party if Copart UK Limited has a good reason to do so.

17. This Agreement will be governed by English law and any dispute or claim arising out of or in connection with it will be subject to the exclusive jurisdiction of the English Courts.

18. Copart UK Limited is a company registered in England and Wales under company number 00929621 and whose registered office is at Acrey Fields, Woburn Road, Wootton, Bedfordshire, MK43 9EJ. If You have any queries, please write to Copart UK Limited at the address above or by email to [info@copart.co.uk](mailto:info@upulit.co.uk). All correspondence between the Customer and Copart UK Limited must be in the English language.