

PADDLUP LIMITED
Terms & Conditions Version 1.2 August 2022

ALL RIGHTS ARE RESERVED FOR PADDLUP LIMITED TO UPDATE, AMEND AND/OR VARY THESE TERMS AND CONDITIONS FROM TIME TO TIME, AT ANY TIME AS IT DEEMS FIT. NO AMENDMENT TO THE TERMS AND CONDITIONS WILL BE BINDING UNLESS AGREED IN WRITING BY PADDLUP.

THESE TERMS AND CONDITIONS SHALL GOVERN ANY ENTRY OF A VEHICLE FOR SALE BY AUCTION OR OTHERWISE WITH PADDLUP AND THE PURCHASE OF ANY VEHICLES USING THE PADDLUP PLATFORM.

BY ACCEPTING THESE TERMS AND CONDITIONS ANY BUYER AND/OR SELLER AGREES THAT THESE TERMS AND CONDITIONS ARE BINDING UPON THEM.

A COPY OF THESE TERMS AND CONDITIONS CAN BE FOUND ON THE PADDLUP WEBSITE AT WWW.PADDLUP.COM OR CAN BE OBTAINED ON REQUEST BY CONTACTING PADDLUP OR ATTENDING THE PADDLUP PREMISES.

PADDLUP IS NOT A SELLER NOR IS IT AN AGENT OF A SELLER. PADDLUP IS A PROVIDER OF THE PADDLUP SERVICES AND ASSISTS IN FACILITATING THE TRANSACTION FOR PURCHASE AND SALE OF SUPERCARS BETWEEN SELLER AND BUYER.

CONDITIONS 13, 14, 16, 17 AND 25 IMPOSE CERTAIN TIME RESTRICTIONS ON YOU, YOU ARE ENCOURAGED TO DRAW YOUR ATTENTION TO THESE SPECIFIC CONDITIONS BEFORE PARTICIPATING IN ANY AUCTION, SALE OR PURCHASE.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Agreed Selling Price: means:

- (a) in respect of a Vehicle, the highest bid accepted by the Auctioneer for the sale of that Vehicle; or
- (b) in the case of any Immediate Sale Vehicle sale or Private Treaty Sale of a Vehicle, the required Agreed Selling Price by the Seller in order for the Buyer to purchase the relevant Vehicle; or
- (c) any other price otherwise agreed or negotiated for a Vehicle following the completion of an Auction.

Applicable Law: shall mean any all laws, statutes, regulations, orders and rules in each case having the force of law that apply to the operation of these Conditions from time to time.

Auction: means any auction (of any format or type) of a Vehicle operated by Paddlup (whether physical or online or both), including for the avoidance of doubt the screening of the Auction by means of Paddlup TV and including any sale of a Vehicle where a Buyer may submit a bid for a specified Agreed Selling Price to purchase the relevant Vehicle.

Auctioneer: shall mean Paddlup (including any employee or agent of Paddlup) who conducts the relevant Auction.

Authorised Introducer: means a member of Paddlup's authorised introducer programme for the introduction of Vehicles to Paddlup for sale by Auction as amended from time to time.

Authorised Referrer: means a member of Paddlup's authorised referrers programme for the introduction of potential Buyers of Vehicles submitted for sale by Auction as amended from time to time.

Bill of Sale: means the motor vehicle bill of sale in the form provided by Paddlup establishing the process of passing of title of a Vehicle from Seller to Buyer.

Buyer: means any participant in a Sale or Purchase who may bid or offer on a Vehicle and the ultimate buyer of a Vehicle offered for sale by a Seller following the highest bid or offer accepted by the Auctioneer (including, in the case

of online Auctions, by or through the Paddlup Website) at the Point of Sale and reference to the Buyer shall, where the context so requires, include any authorised registrant on the Buyer's account with Paddlup.

Buyer's Commitment: means the non-refundable fixed sum of £3,000 (three thousand pounds) (as may be varied by Paddlup in its sole discretion from time to time) to be immediately paid by the Buyer to the Paddlup Escrow Account on the completion of an Auction and/or a Private Treaty Sale in respect of a Vehicle, which forms part of the satisfaction of the Buyer's Fee by the Buyer.

Buyer's Fee: means the additional fee payable by the Buyer to Paddlup which shall be the lower of:

- (a) the equivalent to 5% of the Agreed Selling Price plus VAT; or
- (b) £6,000 including VAT,

, for the avoidance of doubt the Buyer's Commitment shall form part of the Buyer's Fee.

Buyer's Sign Off: means the completion of the Paddlup's sign off process, completing delivery of a Vehicle to the Buyer and releasing the proceeds of a Contract for Sale from the Paddlup Escrow Account to the Seller and the subsequent release of the Buyer's Fee to Paddlup following signature of the Bill of Sale by the Buyer and Seller.

Buyer Sign Up Application: means the application process which all prospective Buyers must complete before obtaining an account with Paddlup and being able to bid at Auction.

Catastrophic Damage: means any structural damage to the Vehicle (whether current, previous or in the course of repair) so extensive that the repair included (or should have included) a body alignment check as part of the repair process.

Collection: means the collection or obtaining of a Vehicle either by Paddlup, the Seller, the Buyer or any other third party courier (as the case may be).

Consignment Conditions: means the conditions of consignment between Paddlup and a Seller from time to time in force.

Consignment Order Form: a form required by Paddlup to be completed and signed by the Seller (whether or not introduced to Paddlup by an Authorised Introducer) instructing Paddlup to submit a Vehicle to Auction or otherwise sell a Vehicle.

Consignment Request: means a request submitted by a Seller to Paddlup (whether by the Paddlup Website or otherwise) for the potential Sale of a Vehicle.

Contract for Sale: means the contract for sale of a Vehicle entered into between the Seller and the Buyer at the Point of Sale.

Delivery: means the transportation and deliverance of a Vehicle to a location either by Paddlup, the Seller, the Buyer or any other third party courier as the case may be.

Group: means in relation to a company its ultimate holding company and each of its ultimate holding company's other subsidiaries from time to time (a "holding company" and "a subsidiary" being as defined in section 1159 of the Companies Act 2006).

Immediate Sale: means the fixed price sale of a Vehicle advertised by Paddlup on the Paddlup Website on behalf of a Seller as agreed in accordance with the Consignment Conditions and on the Conditions set out in Condition 27.

Intellectual Property Rights: means the Paddlup Merchandise, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Paddlup: means Paddlup Limited (registered in England and Wales with company number: 12154651) whose registered office is at The Paddlup Rooms Callow Park, Brinkworth, Chippenham, Wiltshire, England, SN15 5FD or any other company in Paddlup's Group which at the relevant time and place has the conduct of an Auction.

Paddlup Concierge Team: means the team appointed, engaged or employed by Paddlup to attend to the needs of all potential and actual Sellers and Buyers using the Paddlup Platforms.

Paddlup Escrow Account: means the account to be advised by Paddlup to a Buyer, operated by Paddlup for the purpose of acceptance, holding and release of the Agreed Selling Price, Buyer's Commitment and the Buyer's Fee from the Buyer on the purchase of a Vehicle to be released upon the Buyer's Sign Off in respect of a relevant Vehicle.

Paddlup Fees: means any costs or expenses properly incurred on behalf of the Seller or the Buyer in accordance with these Conditions including, but not exclusive to, any costs for Delivery, Collection, storage, legal action against the Buyer or Seller, photography of the Vehicle, repairs to the Vehicle and detailing of the Vehicle.

Paddlup Merchandise: means any goods, equipment, uniform or other memorabilia or merchandise provided by or developed for Paddlup and bearing the Paddlup Brand.

Paddlup Platform(s): means the Paddlup Website, or any other systems, platforms or electronic means of communication made available by Paddlup to Sellers and/or Buyers in connection with the sale and purchase of Vehicles.

Paddlup Premises: means the premises located at The Paddlup Rooms, Callow Park, Brinkworth, Chippenham, Wiltshire, England, SN15 5FD.

Paddlup Services: means the services provided by Paddlup to each of the Seller and the Buyer for the Auction and sale of Supercars to include (but not exclusive to) the promotion, showcasing, Auction, Collection and Delivery of a Vehicle.

Paddlup Social(s): means any social media platform, including but not exclusive to: Instagram, Facebook, Twitter, Pinterest, LinkedIn, which is owned and/or operated by Paddlup.

Paddlup Website: means the website located at <https://www.paddlup.com>, or any replacement website from time to time.

Paddlup TV: shall mean the channel hosted by Paddlup both online and at the Paddlup Premises for the screening of the final part of an Auction for a Vehicle.

Point of Sale: shall mean:

- (a) in the case of an Auction, means when the Auctioneer announces completion of sale of the Vehicle by the fall of the hammer (whether virtually in an online Auction or physically in a physical Auction), the timing out of an Auction countdown advertised on the Paddlup Website, or completion of an Auction in another customary manner; or
- (b) the case of an Immediate Sale means when the Seller accepts an offer by a Buyer for a Vehicle advertised as a "Buy Now" Vehicle by Paddlup on the Paddlup Platform(s); or
- (c) in the case of a Private Treaty Sale means when the Seller accepts an offer by a Buyer to purchase a Vehicle following an Auction and through Paddlup on the Paddlup Platform(s).

Purchase: means the purchase of a Vehicle by a Buyer from a Seller using the Paddlup Platform(s) either by:

- (a) Auction;
- (b) Immediate Sale; or

(c) Private Treaty Sale,

(as the case may be)

Pre-Consignment Checks: any and all due diligence, checks and verification of the Vehicle and the Seller as Paddlup in its absolute discretion sees fit to perform before Collection or Delivery of the Vehicle to the Paddlup Premises.

Pre-Sale Vehicle Information: means, in respect of a Vehicle, the information relating to it made available to the Buyer (whether online or otherwise) prior to the Auction in which that Vehicle is sold.

Price: means in relation to a Vehicle the aggregate of the Agreed Selling Price, the Buyer's Fee and the appropriate Seller's Fee.

Private Treaty Sale: shall have the meaning given in Condition 27.3.

Reserve Price: means the minimum Agreed Selling Price that the Seller is willing to accept for the Vehicle being sold at an Auction previously agreed prior to Auction between the Seller and Paddlup and identified in the Consignment Order Form.

Sale: means the sale of a Vehicle by a Seller to a Buyer using the Paddlup Platform(s) either by:

- (a) Auction;
 - (b) Immediate Sale; or
 - (c) Private Treaty Sale,
- (as the case may be)

Seller: means the seller or prospective seller of a Vehicle at an Auction on whose behalf the Auctioneer is auctioning the Vehicle. Reference to the Seller shall, where the context so requires, include any authorised registrant on the Seller's account with Paddlup.

Seller's Fee: means the fee payable by the Seller to Paddlup for the arrangement of a Sale of Vehicle, which shall be the lower of:

- (a) the equivalent to 3% of the Agreed Selling Price plus VAT; or
- (b) £3,000 including VAT.

Sold As Seen: in relation to a Vehicle means that the Vehicle is sold by a Seller and purchased by a Buyer where the Vehicle is in its actual state and condition (cosmetically, physically and mechanically) as at the Point of Sale, including with any faults and defects affecting the Vehicle (if any). The Contract for Sale shall 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. Any such conditions, warranties and other terms are excluded in respect of any Vehicle is Sold As Seen to the extent permitted by Applicable Law. The fact that the Buyer has not had the opportunity physically to inspect the Vehicle shall not prevent the Vehicle from being Sold As Seen.

Storage: means the retainment of a Vehicle at the Paddlup Premises that is not otherwise being advertised for sale on the Paddlup Website.

Storage Agreement: means an agreement for the storage of a Vehicle by Paddlup in the form provided by Paddlup from time to time.

Supercar: means a high-performance, premium, luxury Vehicle.

Transaction Documents: includes (but is not exclusive to) these Terms and Conditions, the Consignment Order Form, the Consignment Conditions, a Vehicle Delivery Agreement, Storage Agreement, Bill of Sale, Buyer's Sign Off and any other agreements required or otherwise signed during the course of an Auction of a Vehicle.

Vehicle(s): means any kind of motor car, Supercar, motor cycle or motorised caravan, every kind of commercial, agricultural and other self-propelled vehicle, together with mechanical and electrical plant and equipment.

Vehicle Sale Description: means, in respect of a Vehicle, the information presented to the Buyer on the Paddlup Website during the Auction or other Sale process on a Paddlup Platform in which that Vehicle is sold.

Vehicle Consignment Data: means, in respect of a Vehicle, the information (whether in hard copy or electronic form) containing details of the Vehicle, which is completed by the Seller or by Paddlup on the Seller's behalf including, for the avoidance of doubt, any information uncovered by means of the Pre-Consignment Checks undertaken by Paddlup.

Vehicle Delivery Agreement: means a delivery agreement in Paddlup's standard form for the delivery buy Paddlup of a purchased Vehicle to a Buyer.

Warranties: means the warranties and representations given by a party in accordance with these Terms and Conditions.

Write Off: means structural or other damage to the Vehicle that results in the Vehicle being categorised as a write-off for insurance purposes, and/or previously categorised in any context as salvage or otherwise beyond economic repair.

- 1.2 Illustrations, photographs or videos of a Vehicle published by Paddlup on the Paddlup Website or elsewhere are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true state and condition of the Vehicle.
- 1.3 The age of a Vehicle shall be calculated by reference to the year in which the Vehicle was first registered in the United Kingdom. Every reference in these Conditions, in any Vehicle Consignment Data or other document or by the Auctioneer to "the age" of a Vehicle shall be construed accordingly. If such year cannot be determined, then the Vehicle will be offered for sale as "date of registration unknown".
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a party includes its successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force from time to time, taking account of any amendment, extension or re-enactment and includes any subordinate legislation from time to time in force made under it.
- 1.7 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A reference to writing or written excludes fax but includes email unless expressly provided otherwise in these Conditions.
- 1.9 Headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.10 Words in the singular include the plural and vice versa and reference to any gender includes all genders.

THE SELLER

2. CONSIGNMENT OF VEHICLES TO PADDLUP

- 2.1 Before a Vehicle is considered for Sale, each Seller shall first sign a Consignment Order Form confirming his intention to consign the Vehicle to Paddlup for its preparation and sale by Auction.
- 2.2 If a Seller has been referred to Paddlup by an Authorised Introducer, this must be declared in the Consignment Order Form.

- 2.3 By signing a Consignment Order Form with Paddlup, the Seller and the relevant Authorised Introducer (as the case may be) confirms and represents that:
- 2.3.1 the Vehicle is a Supercar;
 - 2.3.2 the Vehicle has a market value and/or expected Agreed Selling Price of at least £50,000 (fifty thousand pounds); and
 - 2.3.3 he has the capacity and rights to enter into the appropriate contracts necessary to facilitate the Sale of the Vehicle pursuant to these Conditions and otherwise comply with the obligations in these Conditions.
- 2.4 Following the signing of a Consignment Order Form by the Seller in accordance with Conditions 2.1 to 2.3 (inclusive), so that Paddlup may perform all of the appropriate Pre-Consignment Checks and submit the Vehicle to Auction, the Seller shall promptly provide to Paddlup:
- 2.4.1 possession of the Vehicle available for Auction or Sale (whether through Collection or Delivery to the Paddlup Premises, or otherwise);
 - 2.4.2 the opportunity for Paddlup to conduct its Pre-Consignment Checks on the Vehicle at Collection or Delivery in accordance with the Consignment Order Form;
 - 2.4.3 the Vehicle Form V5 registration document or any substitute for that document approved in writing by Paddlup (if any);
 - 2.4.4 a full and complete ownership and service history of the Vehicle;
 - 2.4.5 any subsisting test or plating or other document relating to the Vehicle;
 - 2.4.6 all keys (whether physical or digital), locking wheel nut, codes, fobs, passwords or other devices, data or items necessary to unlock and/or operate the Vehicle; and
 - 2.4.7 subject to the Seller's request for Paddlup's assistance to complete the Vehicle Consignment Data in accordance with Condition 4, provide to Paddlup the Vehicle Consignment Data fully completed and signed or otherwise validated by the Seller. Where the Seller provides the Vehicle Consignment Data to Paddlup online via the Paddlup Website, the Seller acknowledges and accepts that his email address and all other information provided to Paddlup will be recorded by Paddlup upon receipt of a Consignment Request. Any and all Vehicle Consignment Data and other information relating to a Vehicle received by Paddlup from the Seller's recorded email address shall be deemed to be provided by or on behalf of the Seller.
- 2.5 Paddlup may (in its absolute discretion) continue or refuse to enter a Vehicle into an Auction or otherwise promote its Sale on a Paddlup Platform notwithstanding a Seller's failure to comply with any one or several of the Conditions set out at Condition 2.4.1 – 2.4.6 of any other Condition.
- 2.6 Given the nature and prestige of Supercars, any Vehicle entered into an Auction or is otherwise promoted for its Sale on a Paddlup Platform may have been used for business purposes, on a racetrack and/or by multiple users. Any information regarding previous ownership, whilst indicative of use, is not conclusive evidence of the state of the Vehicle. Paddlup will not be liable to the Buyer as a result of any previous use of a Vehicle by the Seller or any previous registered keeper for business purposes, on a racetrack and/or such Vehicle having been used by multiple users.
- 2.7 The Seller irrevocably acknowledges that Paddlup may use and share the Seller's details for legitimate business purposes, including (but not limited to):
- 2.7.1 the Pre-Consignment Checks;
 - 2.7.2 due diligence and screening of the Vehicle;
 - 2.7.3 anti-money laundering purposes;

2.7.4 credit checks; and

2.7.5 the prevention, detection and investigation of possible or actual crime,

the nature and extent of any due diligence screening on a Seller may vary at Paddlup's sole discretion and may include (but is not limited to) identification checks, anti-money laundering checks, credit checks and sanctions screening

2.8 Paddlup shall have the right to provide either party to a Contract for Sale in respect of a Vehicle with such information as it deems appropriate to facilitate the completion of the Contract for Sale.

3. SELLER'S WARRANTIES

3.1 For each Vehicle, the Seller warrants and represents to Paddlup and the Buyer, that, unless disclosed otherwise by the Seller in the Vehicle Consignment Data, at all times:

3.1.1 the Seller has the absolute right and title to sell the Vehicle;

3.1.2 the Vehicle is unencumbered and free from all liens, charges, encumbrances and third party claims;

3.1.3 the Seller has taken and will take all necessary action and has all requisite power and authority to perform any of the obligations under these Terms and Conditions and each of the Transaction Documents for which he is a party in accordance with their respective terms;

3.1.4 these Terms and Conditions and each of the other Transaction Documents to which he is a party constitute (or shall constitute when executed) valid, legal and binding obligations on the Seller in accordance with their respective terms;

3.1.5 the acceptance, execution and delivery by the Seller of these Terms and Conditions and each of the other Transaction Documents to which he is a party, and compliance with their respective terms shall not breach or constitute a default:

(a) under the Seller's articles of association, or any other agreement or instrument to which the Seller is a party or by which the Seller is bound (if applicable); or

(b) of any order, judgment, decree or other restriction applicable to the Seller,

3.1.6 all information provided by the Seller to Paddlup in relation to the Vehicle is true, complete and accurate;

3.1.7 if Paddlup facilitates the successful sale of a Vehicle at an Auction or by way of procuring the completion of a Private Treaty Sale, the sale of the Vehicle will conform in every respect with the terms implied by the Sale of Goods Act 1979, sections 12(1) and 12(2);

3.1.8 the Vehicle bears its proper registration mark and vehicle identification number;

3.1.9 the Vehicle has not sustained Catastrophic Damage;

3.1.10 the Seller has in good faith identified any known damage, impairment, blemishes or other ambiguities in and/or on the Vehicle that have become apparent to him during the course of his ownership and/or personal use of the Vehicle;

3.1.11 the Vehicle has not been used by the police and has not been used as a licensed hackney carriage/taxi or private hire vehicle;

3.1.12 the Vehicle has not been re-registered or imported;

3.1.13 the Vehicle has not sustained flood damage;

- 3.1.14 the Vehicle has not been stolen and subsequently recovered;
 - 3.1.15 the odometer reading is not warranted;
 - 3.1.16 there are no known inaccuracies in relation to the Vehicle's mileage;
 - 3.1.17 all keys (whether physical or digital), locking wheel nuts, codes, fobs, passwords or other devices, data or items necessary to unlock and/or operate the Vehicle are in full working order or are valid (as the case may be);
 - 3.1.18 if the Vehicle carries a registration plate which is to remain assigned to the Vehicle, the Seller has the absolute right to sell the right to use that plate along with the Vehicle;
 - 3.1.19 the Vehicle has not been associated with any criminal activity or otherwise marked as associated with criminal activity;
 - 3.1.20 the Vehicle is in such a condition as will allow it to be lawfully used upon the road immediately on its sale in an Auction;
 - 3.1.21 the Vehicle Consignment Data is entirely accurate and contains details of any known and/or previous service and MOT history as well as any previous mechanical, cosmetic and electrical faults and repairs (as the case may be);
 - 3.1.22 the Vehicle has not been treated by any insurance company or other entity as a Write Off; and
 - 3.1.23 the Vehicle is in such condition as will allow it to be lawfully used upon the road immediately on its sale in an Auction;
 - 3.1.24 if the Vehicle carries a registration plate which is not to be sold with the Vehicle, the Seller shall confirm that fact in the Vehicle Consignment Data and shall be responsible for making any and all the necessary arrangements validly to retain the plate.
- 3.2 The Seller further warrants and represents to Paddlup and the Buyer that the Vehicle Consignment Data is entirely accurate and contains details of any known major mechanical faults. The Seller shall use his best endeavours to assist Paddlup and make any and all amendments or updates to the Vehicle Consignment Data as necessary to ensure that the Vehicle Consignment Data is accurate as at the Point of Sale.
- 3.3 Notwithstanding to Condition 3.2, when ensuring the accuracy of the Vehicle Consignment Data, the Seller shall use his best endeavours to promptly confirm that the Vehicle Consignment Data is accurate and complete before the start of the Auction or publishing of any promotion for the Sale of the Vehicle. The Seller recognises the risk associated with amending the Vehicle Consignment Data during the course of an action and shall be solely responsible for any omission of information and any or withdrawal of bids that may occur as a result of such omission, including for the avoidance of doubt, the loss of the Buyer's Commitment.
- 3.4 Any deliberate withholding and/or omission of information in respect of a Vehicle in the Vehicle Consignment Data shall constitute a material breach of these Terms and Conditions and all rights of the Buyer and/or Paddlup shall be reserved.
- 3.5 The Seller further warrants and represents to Paddlup and the Buyer that each of the Warranties in this Condition 3 is true and accurate and not misleading at the Point of Sale.
- 3.6 Seller agrees that Paddlup may (but is not obliged to) publish before and/or after the Auction or otherwise promoting the Sale of the Vehicle (as the case may be) whether by the Paddlup Website or by whatever means necessary and announce at the Auction or on any publication promoting the Sale of the Vehicle any information contained in the Vehicle Consignment Data or supplied by the Seller, any fair summary of any such information, and any fair description of the history, quality, appearance, electrical and mechanical wellbeing of the Vehicle.

3.7 The Seller warrants that at any time from the completion of a Consignment Order Form and the completion of an Auction, Immediate Sale or Private Treaty Sale in respect of a Vehicle:

3.7.1 it shall not enter into a contract with any party (howsoever arising) for the sale of the Vehicle (**External Sale Contract**) other than via the Auction or promotion of Sale by Paddlup whilst it is being so offered; and

3.7.2 acknowledges that, if they breach Condition 3.7.1, they may be liable to one or more Buyers, Paddlup and any purchaser under any such External Sale Contract.

3.8 For the purpose of this Condition 3, each of the Warranties provided by the Seller shall be deemed to be repeated on each day until the Point of Sale by reference to the facts and circumstances then subsisting. Any reference made to the date of the adoption by the Seller of these Terms and Conditions in relation to any Warranty shall be construed in connection with the repetition of the Warranties, as a reference to the date of such repetition.

4. COMPLETION OR UPDATING OF VEHICLE CONSIGNMENT DATA BY PADDLUP ON THE SELLER'S BEHALF

4.1 This Condition 4 shall apply if the Seller requests Paddlup to complete or finalise all or any part of the Vehicle Consignment Data on the Seller's behalf and Paddlup agrees to do so and upon completion of Paddlup's inspection of the Vehicle.

4.2 At Paddlup's sole discretion, it may agree with the Seller that Paddlup will, on the Seller's behalf, complete or update all or part of the Seller's Vehicle Consignment Data in respect of a Vehicle using the information derived and collected by it from the Pre-Consignment Checks and/or its own inspection or review of the Vehicle. No such agreement shall be implied by reason only of the fact that Paddlup has accepted a Vehicle into the Auction or otherwise agreed to promote the Vehicle for Sale without any Vehicle Consignment Data or with incomplete Vehicle Consignment Data.

4.3 Notwithstanding the agreement between Paddlup and the Seller for Paddlup to complete all or part of the Seller's Vehicle Consignment Data in respect of a Vehicle in accordance with Condition 4.2:

4.3.1 the Seller at all times remain liable for the accuracy of the Vehicle Consignment Data;

4.3.2 unless the Seller has notified Paddlup in writing to the contrary, Paddlup shall complete the relevant Vehicle Consignment Data and the Seller shall be deemed to give all of the warranties and representations set out in Condition 3 in relation to the Vehicle;

4.3.3 if the Seller cannot give any of the warranties and representations set out in Condition 3, the Seller must notify Paddlup promptly in writing (including email) prior to Paddlup completing the Vehicle Consignment Data on behalf of the Seller and, in any event, prior to the Vehicle being entered into the Auction or otherwise promoted for Sale on a Paddlup Platform. The Seller shall indemnify Paddlup against all costs, liabilities, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, the Buyer's Commitment and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Paddlup arising out of or in connection with the Seller's failure to notify Paddlup in accordance with this Condition 4.3 that it cannot give any of the warranties and representations set out in Condition 3;

4.3.4 the Seller may request Paddlup to enter all or any Vehicle(s) in the Auction or promote the Vehicle for Sale as "Sold As Seen" or may advise Paddlup as to the physical, cosmetic, electrical and/or mechanical condition of a Vehicle, in which event Paddlup shall be entitled complete the Vehicle Consignment Data relating to that Vehicle in reliance of such advice. The Seller shall be responsible for the accuracy of such advice and shall indemnify Paddlup against all costs, liabilities, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, Buyer's Commitment and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Paddlup arising out of or in connection with the accuracy of such advice and/or information provided by the Seller;

- 4.3.5 if when questioned, the Seller cannot advise or otherwise refuses to advise Paddlup in relation to any particular Vehicle's physical, cosmetic, electrical and/or mechanical condition, Paddlup may (but is not obliged to):
- (a) insert and/or update details of the Vehicle's mechanical condition in the Vehicle Consignment Data from its own findings provided that it has first satisfied itself as to the condition of the Vehicle and as to whether it can be used lawfully upon the road; or
 - (b) enter the Vehicle into the Auction or promoted the Vehicle for Sale as "Sold As Seen."
- 4.3.6 At all times, notwithstanding whether Paddlup has updated or completed the Vehicle Consignment Data in accordance with this Condition 4, Paddlup has no liability to the Seller or the Buyer as a result of any inaccuracy in the Vehicle Consignment Data or in any publication or announcement based on the Vehicle Consignment Data unless and to the extent that Paddlup has made an error when following the Seller's advice in relation to the Vehicle Consignment Data or announcement.
- 4.3.7 In the event of an error by Paddlup in accordance with Condition 4.3.6, the Seller shall use its best endeavours to ensure the rectification of any error (in so far as he is able) before the Point of Sale.
- 4.3.8 In the event of an error by Paddlup in accordance with Condition 4.3.6, the sole remedy available to a Seller and/or Buyer against Paddlup shall be a contractual claim for breach of these Conditions. Any claim shall be subject always to the limitations on Paddlup's liability set out in Condition 25.

5. VEHICLE SERVICE HISTORY AND OTHER VEHICLE DOCUMENTS

- 5.1 If Paddlup accepts a Vehicle into an Auction or otherwise agrees to promote a Vehicle for Sale on a Paddlup Platform despite the failure of the Seller to deliver to Paddlup either:
- 5.1.1 the Vehicle registration document or a substitute for that document approved by Paddlup in accordance with Condition 2.4.3; or
 - 5.1.2 subsisting test or plating documents in accordance with Condition 2.4.5,
- the omission of provision of the document to Paddlup shall be disclosed in the relevant Vehicle Sale Description and/or announced by the Auctioneer at Auction or published in any material or advertisement used to promote a Vehicle for Sale on a Paddlup Platform.
- 5.2 In the event that a disclaimer and/or announcement is made in accordance with Condition 5.1:
- 5.2.1 the Buyer shall be duly put on notice of the absence of such documentation and accordingly bids or makes an offer for Purchase of the Vehicle at his own risk;
 - 5.2.2 neither the Seller or Paddlup shall be under any obligation to procure, deliver or produce any document to which the disclosure in the Vehicle Sale Description and/or the announcement relates; and
 - 5.2.3 if any document to which the disclosure in the Vehicle Sale Description and/or the announcement relates subsequently comes into the possession of Paddlup, the only obligation on Paddlup shall be to post it to the Buyer at the address recorded for the Buyer on the Bill of Sale for the Vehicle.

6. RESERVE PRICES

- 6.1 Following a Consignment Request and in accordance with the terms of the relevant Consignment Order Form the Seller and Paddlup shall agree a Reserve Price in respect of a Vehicle for Auction.
- 6.2 Paddlup reserves the right to amend or vary the Reserve Price of a Vehicle at its sole discretion before the commencement of an Auction in accordance with the terms set out in the Consignment Conditions.
- 6.3 Paddlup may in its absolute discretion enter the Vehicle into the Auction without a Reserve Price if:

- 6.3.1 the Vehicle Consignment Data or Consignment Order Form relating to the Vehicle does not contain a Reserve Price; and/or
- 6.3.2 in reasonable time before the relevant Auction commences, the Seller and Paddlup have not otherwise agreed a Reserve Price.
- 6.4 The Reserve Price specified in the Vehicle Consignment Data may not be qualified in any way, and Paddlup may in its absolute discretion, disregard anything in the Vehicle Consignment Data (or any other instruction from the Seller, whether in writing or otherwise) which purports to qualify a Reserve Price.
- 6.5 When a Vehicle is entered into an Auction with a Reserve Price:
 - 6.5.1 the Vehicle will not be sold unless the highest bid meets or exceeds the Reserve Price (except if the Seller authorises a sale during the bidding); and
 - 6.5.2 Paddlup shall not be obliged to announce that Reserve Price unless they withdraw the Vehicle because it has not reached its Reserve Price.

7. SELLER INDEMNITY

- 7.1 In the event that any undertaking, representation or warranty is found to have been given or made by Paddlup in good faith and as a result of:
 - 7.1.1 anything which Paddlup or the Auctioneer is authorised to publish or announce under Condition 3.5; and/or
 - 7.1.2 a fair and reasonable description based on the appearance of the Vehicle contained in the Vehicle Sale Description,then such undertaking, representation or warranty shall be deemed to be given or made by the Seller.
- 7.2 The Seller shall indemnify Paddlup against all costs, liabilities, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, the Buyer's Commitment and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Paddlup arising out of or in connection with any undertaking, representation or warranty given or made by Paddlup on behalf of the Seller in accordance with this Condition 7.

8. PAYMENT BY PADDLUP TO THE SELLER

- 8.1 Paddlup shall not be obliged to pay the Seller unless and until Paddlup has received payment of the Price in full in cleared funds from the Buyer.
- 8.2 Paddlup may without notice to the Seller deduct from, or set off against, any payment made to the Seller:
 - 8.2.1 the Seller's Fee;
 - 8.2.2 any unpaid claim which Paddlup may have against the Seller; or
 - 8.2.3 any debt or other liability owed by the Seller to Paddlup (or any other company in the same Group as Paddlup) whether owed under these Conditions, the Transaction Documents or any other agreement between the Seller and Paddlup (or any other company in the same Group as Paddlup), in each case whether present or future, actual or contingent, liquidated or unliquidated, disputed or undisputed and whether owed jointly or severally or in any other capacity and irrespective of the currency of its denomination. Any exercise by Paddlup (or any other company in the same Group as Paddlup) of the rights under this Condition shall not limit or affect any other rights or remedies available to them under these Conditions or otherwise.
- 8.3 Notwithstanding any other Condition set out in these Terms and Conditions the Seller irrevocably agrees that, if Paddlup pays to the Seller the Agreed Selling Price less any deductions authorised by Condition 8.2 (as the

case may be) and the title to the Vehicle is not to pass to a Buyer at Auction, the Seller's title to the Vehicle and all the Seller's rights arising under and in connection with the Contract for Sale shall immediately be transferred to Paddlup.

8.4 In the event of the circumstances arising in Condition 8.2, the Seller undertakes that promptly, on Paddlup's request, the Seller shall execute a legal assignment to Paddlup of the Seller's title to the Vehicle and rights arising under and in connection with the Contract for Sale as necessary to affect the transfer of such rights and title to Paddlup.

8.5 If a Contract for Sale is cancelled under Condition 18 or rescinded under Condition 17, Paddlup shall be entitled to withhold the Agreed Selling Price from the Seller and to refund the Agreed Selling Price to the Buyer.

8.6 If Paddlup has reasonable grounds to believe:

8.6.1 that the Seller was not entitled to sell the Vehicle; or

8.6.2 that the Seller should have notified Paddlup in the Vehicle Consignment Data or otherwise that they were not the owner of the Vehicle but failed to do so; or

8.6.3 that any facts which the Seller notified to Paddlup in the Vehicle Consignment Data or otherwise concerning the ownership of the Vehicle were inaccurate

then Paddlup shall be entitled to withhold any sum which would otherwise be payable by Paddlup to the Seller.

8.7 Paddlup shall be irrevocably entitled to retain such sums detailed in Condition 8.6 until and unless Paddlup has been satisfied by the Seller to such extent and within such time frame as Paddlup deems appropriate in its absolute discretion that the Seller was not in breach of any express or implied term of the Contract for Sale.

8.8 In the event that the Seller fails to satisfy Paddlup that he was not in breach of the Contract for Sale in accordance with Condition 8.7, Paddlup shall have the right in its sole discretion to:

8.8.1 retain any such sums until all questions of title have been resolved;

8.8.2 to pay any such sums to anyone who, to the reasonable satisfaction of Paddlup, establishes title to the Vehicle; and

8.8.3 to interplead and to pay any such sums to Court.

8.9 At all times, the Seller shall indemnify Paddlup against all costs, liabilities, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, Buyer's Commitment and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Paddlup arising out of or in connection with Paddlup retaining any sums in accordance with this Condition 8.

The Seller irrevocably acknowledges and agrees to Paddlup's absolute entitlement to the Buyer's Commitment and the Buyer's Fee in relation to any Vehicle.

9. NO SALE, RESCINDED AND UNSOLD VEHICLES

9.1 Paddlup shall promptly notify the Seller in the event that:

9.1.1 the Contract for Sale has been rescinded under Condition 17; or

9.1.2 the Vehicle was not sold at Auction (for whatever reason); or

9.1.3 the Vehicle was not successfully sold by way of Immediate Sale,

(in each case a **No Sale**).

- 9.2 Upon receipt of a notice in accordance with Condition 9.1, the Seller shall instruct Paddlup of the action the Seller requires to be taken within one Business Day.
- 9.3 If following receipt of a notice in accordance with Condition 9.1, the Seller has failed to instruct or otherwise agree with Paddlup as to the required actions within the time frame set out in Condition 9.2, then the Seller shall be deemed to have authorised Paddlup at its sole discretion to re-enter the Vehicle in to and Auction on a "Sold As Seen" basis or to enlist the Vehicle for sale by Immediate Sale
- 9.4 For the purposes of Condition 9.1, Paddlup may give notice by email or verbally to the Seller at the email address or telephone number recorded for the Seller in the Vehicle Consignment Data.
- 9.5 Notwithstanding the provisions set out in this Condition 9, Paddlup at all times reserves the right to refuse to re-enter a Vehicle into an Auction or enlist a Vehicle for an Immediate Sale
- 9.6 In the event that Paddlup refuses to re-enter a Vehicle into Auction or enlist it for an Immediate Sale in accordance with Condition 9.5, the Seller shall be responsible to promptly arrange for the Collection or Delivery of the Vehicle back to the Seller.
- 9.7 In the event of a No Sale, the Seller shall have the option to arrange for Collection of the Vehicle from the Paddlup Premises at his own expense or he shall have the option to request the Delivery of the Vehicle back to him at is expense and at the agreed price with Paddlup.
- 9.8 Paddlup at all times reserves the right to charge the Seller its fees relating to Storage, Collection or Delivery of a Vehicle in accordance with the relevant Consignment Order Form and Conditions 23 and 27 of these Terms and Conditions.

10. SELLER'S FEE

- 10.1 Paddlup shall charge to the Seller, and the Seller shall pay to Paddlup a Seller's Fee on the successful Sale of a Vehicle in respect of services provided by Paddlup to the Seller in accordance with this Condition 10.
- 10.2 The Seller's Fee shall be immediately due and payable and deductible by Paddlup from the receipt of the Agreed Selling Price of a Vehicle in the Paddlup Escrow Account following the completion by the Buyer and the Seller of a Bill of Sale.

10.4 Paddlup reserves the right to reduce the Seller's Fee at its sole discretion.

THE BUYER

11. BIDDING ON A VEHICLE AND BUYER'S ELIGIBILITY

All prospective Buyers must complete a Buyer's Sign-Up Application and accept these Terms and Conditions before being authorised to bid on any Vehicle at any Auction or Purchase any Vehicle.

- 11.1 Paddlup will not accept and will be entitled to refuse any bids or offers from a prospective Buyer that does not meet, in Paddlup's sole discretion, the requirements and criteria of an eligible Buyer for the Purchase of a Vehicle. Buyers are pointed to the Paddlup Website for more information about the eligibility criteria of a Buyer.
- 11.2 A Buyer must satisfy themselves and is at all times responsible of ensuring that they can satisfy all of the obligations expected of a Buyer in accordance with these Terms and Conditions, particular attention of the Buyer should be paid to the obligations set out in Conditions 13,14,15,17,23 and 32.
- 11.3 An Sale and Purchase of a Vehicle will be conducted in the manner set out in Condition 18, the Buyer shall ensure at all times during its participation in a Sale and Purchase he adheres and abides by the Auctioneers rules and requests in the ordinary course of business.
- 11.4 If at any time Paddlup suspects the Buyer does not have the means (financially or otherwise), authority, capacity or otherwise considers the Buyer (in its sole discretion) not to be eligible to bid or fulfil a bid or offer at an Auction or Sale from time to time, Paddlup shall be entitled to exclude such Buyer from:
- 11.4.1 bidding at a particular Auction; and/or

- 11.4.2 bidding on a particular Vehicle; and/or
- 11.4.3 making an offer to Purchase a Vehicle; and/or
- 11.4.4 using one or more of the Paddlup Platforms.
- 11.5 If Paddlup considers (in its absolute discretion) there has been any misconduct (howsoever arising) on the part of a Buyer, Paddlup shall be entitled to take any of the actions detailed in Condition 11.5 and reserves the right at all times to commence proceedings and/or seek any remedy in accordance with these Terms and Conditions, any Transaction Documents and/or any Applicable Law.
- 11.6 By completing a Buyer's Sign-Up Application, the Buyer will be asked to give full permission to Paddlup for Paddlup to, in its sole discretion, consult with a credit reference agency to access the Buyer's credit history and assist Paddlup with its verification process.
- 11.7 At the Point of Sale, Paddlup shall be required under Anti-Money Laundering and Counter Terrorist Financing Legislation obtain evidence to verify the identity of the Buyer and, if necessary, source of funding of the Buyer before receipt of the Price in the Paddlup Escrow Account.
- 11.8 The Buyer shall promptly and without delay (and within no more than 48 hours following the completion of an Auction), provide to Paddlup any details requested for and in relation to clause 11.8.
- 11.9 The Buyer recognises that, in certain circumstances, Paddlup must by law report to the National Crime Agency any evidence or suspicion of money laundering. The law prohibits Paddlup from notifying any Buyer that a report has been made.
- 11.10 In the event that Paddlup is not satisfied with the identification provided by the Buyer, Paddlup will not be able to accept the receipt of the Price from the Buyer and the Contract for Sale shall be automatically cancelled.
- 11.11 Should the circumstance arise in accordance with Condition 11.11, Paddlup shall be irrevocably entitled to retain the Buyer's Commitment and the Buyer accepts that he shall be liable to the Seller and Paddlup for any costs and or losses incurred from his failure to provide such identification.
- 11.12 Paddlup reserves the right to charge the Buyer for any time or costs associated with verifying its identity in order to comply with relevant legislation.

12. BUYER'S COMMITMENT AND BUYER'S FEE

- 12.1 Paddlup shall charge the Buyer and the Buyer shall pay to Paddlup a Buyer's Fee, which will be charged on the Agreed Selling Price, in respect of services provided by Paddlup to the Buyer.
- 12.2 It is an irrevocable condition of the Contract for Sale that when the Buyer pays the Agreed Selling Price of the Vehicle pursuant to Condition 13, they shall also pay to Paddlup the Buyer's Fee then applicable, details of which are available on the Paddlup Website.
- 12.3 Promptly following the Point of Sale, a payment request shall be sent to the Buyer of a Vehicle for payment of the Buyer's Commitment by credit and/or debit card.
- 12.4 The Buyer's Commitment is immediately due and payable by the Buyer at the Point of Sale and forms part of the Buyer's Fee.
- 12.5 It is an irrevocable condition of the Contract for Sale that, if the Buyer's Commitment and/or the Buyer's Fee is not paid as above, the Buyer:
- 12.5.1 shall not be entitled to have the Vehicle released to them;
- 12.5.2 shall be deemed for all purposes to have failed to pay the Agreed Selling Price in full; and

12.5.3 shall be liable to Paddlup and the Seller to pay the Price in full.

12.6 Paddlup reserves the right to reduce the Buyer's Fee at its sole discretion.

13. PAYMENT BY THE BUYER

- 13.1 The Buyer is responsible for ensuring they have the necessary funds to purchase a Vehicle before bidding in an Auction or making an offer for any Purchase.
- 13.2 The Price (and any other associated fees) must be paid by the Buyer to the Paddlup Escrow Account in full in cleared funds before the Vehicle is released to the Buyer.
- 13.3 Details of acceptable forms of payment can be found on the Paddlup Website.
- 13.4 The Price shall be immediately payable and due from the Buyer at the Point of Sale.
- 13.5 The Buyer's Commitment must be received in cleared funds in the Paddlup Escrow Account within 24 hours of the Payment Request being sent by Paddlup in accordance with Condition 12.3.
- 13.6 The Buyer must pay the Price to the Paddlup Escrow Account in full cleared funds within 96 hours.

14. FAILURE TO PAY BY THE BUYER

- 14.1 If the Buyer fails in any way to pay in accordance with Condition 13, Paddlup shall be entitled, but not obliged, to do any one or more of the following:
 - 14.1.1 at its sole discretion, if considered appropriate, offer a Vehicle at the Agreed Selling Price (or such other price as may be agreed by the Seller) to the next highest bidder of the respective Vehicle Auction;
 - 14.1.2 at its sole discretion, if considered appropriate, re-enter the Vehicle into an Auction or otherwise arrange of the Sale of the Vehicle;
 - 14.1.3 to sue the Buyer in Paddlup's own name for the Agreed Selling Price plus any applicable fees incurred by Paddlup in relation to the Vehicle;
 - 14.1.4 without prejudice to any rights the Seller may have against the Buyer, immediately as agent for the Seller treat the Contract for Sale as terminated by the Buyer's breach; and
 - 14.1.5 to exercise at its discretion, in its own name, any and all of the Seller's rights to terminate or avoid the Contract for Sale and/or to recover the Vehicle from the Buyer or from anyone to whom the Buyer may have disposed of the Vehicle and/or to claim the Agreed Selling Price or damages from the Buyer.
- 14.2 In all cases, if the Buyer fails to pay any amount due under these Terms and Conditions in accordance with Condition 13, Paddlup shall be entitled to charge any fees and costs incurred to the Buyer in respect of handling the Buyer's default.
- 14.3 If Paddlup is required to give notice to the Buyer to end, avoid or rescind the Contract for Sale, such notice shall be deemed to be given effectively if successfully sent by email to the email address recorded for the Buyer in the Buyer's Sign-Up Application. Successful transmission of the notice shall be deemed to have occurred provided that Paddlup does not receive an automated email delivery failure notice. If the Contract for Sale is avoided on grounds of fraud, such notice shall also be deemed to have been given effectively if Paddlup gives notice of the Buyer's fraud to the police and/or other relevant authority.
- 14.4 If Paddlup re-enters a Vehicle into an Auction or otherwise sells the Vehicle under Conditions 14.1.1 or 14.1.2, Paddlup will have absolute discretion to sell the Vehicle on the basis of the original Vehicle Consignment Data or on a "Sold As Seen" basis.
- 14.5 Paddlup shall apply the new Agreed Selling Price received on any Vehicle re-entered into an Auction or otherwise sold (Re-Sale Price) under Conditions 14.1.1 or 14.1.2 to discharge the following debts in the 23.1.4 or 23.3 to discharge the following debts in the following order:

- 14.5.1 any sum due to the Seller and/or Paddlup under the original Contract for Sale;
 - 14.5.2 the Buyer's fee due to Paddlup on the re-sale;
 - 14.5.3 Storage fees, if any, owed to Paddlup; and
 - 14.5.4 any other fees or costs incurred by Paddlup in connection with re-entering the Vehicle into an Auction or otherwise offering the Vehicle for sale.
- 14.6 Save for as set out in Condition 14.8 and 14.9 if the Re-Sale Price exceeds the Agreed Selling Price, the balance of funds (if any) shall be paid to the Seller.
- 14.7 In the unlikely event that the ownership of the Vehicle has passed to the Buyer before the date of any re-sale of the Vehicle, the balance of the Re-Sale Price shall be payable to the Buyer.
- 14.8 In the event that Paddlup has been assigned the rights of the Seller in accordance with Condition 8, the balance of any Re-Sale Price shall be retained by Paddlup.
- 14.9 Except to the extent that the application of the Re-Sale Price in accordance with this Condition 14 has discharged the liability of the Buyer in default, the original Buyer shall at all times remain liable in respect of any to Paddlup or to the original Seller under the original Contract for Sale or otherwise.

15. BUYER WARRANTIES AND ACKNOWLEDGEMENTS

- 15.1 The Buyer warrants and represents to Paddlup that, if it participates in any Purchase, it does so entirely at its own risk.
- 15.2 The Buyer shall, before bidding on any Vehicle at the Auction or making any offer to Purchase a Vehicle on a Paddlup Platform, satisfy themselves regarding the value and condition of the Vehicle by inspecting it (if applicable) and/or making such other background checks as a reasonably competent Buyer would make.
- 15.3 If a personalised registration plate is assigned to the Vehicle at the date of the Auction or Sale but is not to be purchased with the Vehicle:
- 15.3.1 this fact will be disclosed in the Vehicle Sale Description and/or announced by the Auctioneer; and
 - 15.3.2 the Buyer will be obliged to co-operate in the retention of the personalised registration plate by the Seller.
- 15.4 The Buyer warrants and represents to Paddlup that all information provided by them to Paddlup (whether as part of the Buyer Sign Up Application or otherwise, and including, but not limited to, proof of identity) shall be true, accurate and complete. The Buyer shall notify Paddlup of any changes or updates to such information as soon as reasonably practicable after any such change or update occurs.
- 15.5 Paddlup reserves the right to suspend or withdraw the Buyer's account with Paddlup at any time and for any reason, and without being obliged to give any reasons for any such suspension or withdrawal to the Buyer.

16. UNROADWORTHY AND DEFECTIVE VEHICLES

- 16.1 The Buyer agrees that if a Vehicle:
- 16.1.1 is in such a condition (whether by reason of its construction, the state of its brakes, steering, tyres, lighting equipment, reflectors or other parts) that it is unroadworthy or cannot otherwise be used lawfully on a road; and/or
 - 16.1.2 does not have a valid Driver and Vehicle Standards Agency MOT test certificate or plating document or any other document required by law, then the Buyer will not use the Vehicle on any road or remove it under its own power from the Paddlup until it is roadworthy, can be used lawfully on the road and has all necessary documents.

16.2 The Buyer shall, on Paddlup's request, provide a written undertaking (in a form acceptable to Paddlup) to comply with all duties and obligations imposed on them in respect of the Vehicle by the Road Traffic Act 1972, the Health and Safety at Work etc. Act 1974, any subsequent modification of or re-enactment of either Act or by any other legislation affecting the use of the Vehicle. If the Buyer fails to provide such an undertaking upon request, Paddlup shall be entitled absolutely to cancel the Contract for Sale. The Vehicle shall then be offered for sale either during the same Auction, or a subsequent Auction or other sale process.

17. BUYER'S RIGHT TO RESCIND

17.1 The Seller and the Buyer agree that, without prejudice to any other rights or remedies which the Buyer may have against the Seller, Paddlup shall be entitled to, and shall accept a request made by the Buyer to, rescind a Contract for Sale (**Rescission Request**), provided that the conditions set out at Condition 17.2 are met and that the Buyer's Rescission Request is based on one or more of the following grounds:

17.1.1 the Vehicle has been treated by an insurance company as a Write Off but this fact was neither disclosed in the Vehicle Consignment Data/ Vehicle Sale Description, nor announced by the Auctioneer; or

17.1.2 the Vehicle was not sold and purchased "Sold As Seen" and:

(a) the Vehicle has sustained Catastrophic Damage but this fact was neither disclosed in the relevant Vehicle Sale Description nor announced by the Auctioneer; or

(b) the Vehicle was used by the police or was used as a licensed hackney carriage/taxi or private hire Vehicle but this fact was neither disclosed in the relevant Vehicle Sale Description nor announced by the Auctioneer; or

(c) the Vehicle was re-registered or imported but this fact was neither disclosed in the relevant Vehicle Sale Description nor announced by the Auctioneer; or

(d) the Vehicle has sustained flood damage, but this fact was neither disclosed in the relevant Vehicle Sale Description nor announced by the Auctioneer; or

(e) the Vehicle was stolen and recovered prior to Sale but this fact was neither disclosed in the relevant Vehicle Sale Description or announced by the Auctioneer; or

(f) the Vehicle was not in such a condition as would allow it to be lawfully used upon the road but this fact was neither disclosed in the relevant Vehicle Sale Description nor announced by the Auctioneer; or

(g) the relevant Vehicle Sale Description did not disclose, or the Auctioneer did not refer to, a major mechanical defect in the engine, the gearbox, the clutch, the brakes, the steering or the transmission, of the Vehicle but such major mechanical defect exists; or

(h) the relevant Vehicle Sale Description or the Auctioneer materially misrepresented the mechanical condition of the engine, the gearbox, the clutch, the brakes, the steering or the transmission, of the Vehicle; or

(i) it was announced by the Auctioneer or disclosed in the relevant Vehicle Sale Description that a Vehicle's mileage was warranted but such mileage was not reasonably accurate; or

(j) the age of the Vehicle was misrepresented either in the relevant Vehicle Sale Description or by the Auctioneer.

17.2 The conditions that must be met under Condition 17.1 for Paddlup to be obliged to accept a Rescission Request are:

17.2.1 the Buyer has not made any onward sale of the Vehicle;

17.2.2 the Buyer has returned the Vehicle (if applicable) and submitted written notice of their claim to Paddlup within the time specified in Condition 17.3, time being of the essence;

- 17.2.3 when written notice of a claim is given under Condition 17.2.2, the Buyer is not in breach of any obligation as to payment which has by then arisen under Condition 13; and
- 17.2.4 in the opinion of Paddlup, the grounds for rescission, or any of them, specified by the Buyer are substantially correct.
- 17.3 The applicable time limits for any claim under this Condition 17 are as follows:
- 17.3.1 for claims under Conditions 17.1.1 and 17.1.2(a) –(h) (inclusive), the Buyer must submit notice of the Rescission Request to Paddlup within 48 hours after the Delivery or Collection of the Vehicle by the Buyer;
- 17.3.2 for claims under Conditions 17.1.2 (i)-(j) (inclusive) the Buyer must submit notice of the Rescission Request to Paddlup within 5 days of the Delivery or Collection of the Vehicle by the Buyer.
- 17.4 Paddlup shall have absolute discretion to waive any or all of the conditions set out at Condition 17.2.
- 17.5 Paddlup shall have no liability to the Seller by reason of the fact that a Contract for Sale has been rescinded pursuant to this Condition 17, except where liability cannot be excluded by Applicable Law.

THE SALE PROCESS

18. AUCTION CONDUCT

- 18.1 Paddlup, without giving any reasons, may refuse to accept any bid or offer from a prospective Buyer and may regulate the bidding, and offer process generally as they see fit.
- 18.2 A Contract for Sale between the Buyer and the Seller for the Vehicle is formed at the Point of Sale. Ownership of the Vehicle shall pass in accordance with Condition 23. Risk in the Vehicle shall pass in accordance with Condition 24.1.
- 18.3 If any dispute arises during the bidding or offer process, or a dispute arises after the Point of Sale as to what bids or offers were made or by whom, such dispute shall be referred to the Auctioneer for their decision. The Auctioneer's decision (for which no reason need be given) shall be final, and the Auctioneer shall have absolute discretion to cancel the Contract for Sale and to offer the Vehicle for sale either during the same Auction, or in a subsequent Auction or other sale process.
- 18.4 If the Auctioneer exercises their discretion to cancel a Contract for Sale in accordance with Condition 18.3, neither the Buyer nor the Seller shall be entitled to rely on the original Contract for Sale for any purpose whatsoever, except that the Buyer shall be entitled to the return of any money which they may have paid in connection with such original Contract for Sale, with the exception of the Buyer's Commitment.
- 18.5 The Seller may:
- 18.5.1 withdraw a Vehicle from the Auction or Sale at any time before the Point of Sale; or
- 18.5.2 bid for a Vehicle themselves up to the Reserve Price for the Vehicle.
- 18.6 The Auctioneer and other employees of Paddlup may accept written (but not oral) or online instructions to bid on behalf of prospective Buyers but are not obliged to accept such instructions. Any such instructions which are accepted are at the prospective Buyer's risk.
- 18.7 The Auctioneer shall have absolute discretion to withdraw a Vehicle from an Auction or Sale if in their opinion:
- 18.7.1 the bidding does not reach a reasonable level; or
- 18.7.2 an offer made by a Buyer is not of reasonable value; or
- 18.7.3 there are other reasonable grounds for withdrawing the Vehicle.

18.8 The Buyer acknowledges that Paddlup may use the Buyer's details, and may share the Buyer's details, in each case for legitimate business purposes, including (but not limited to) due diligence screening and the prevention, detection and investigation of possible or actual crime. Such due diligence screening may include (but is not limited to):

18.8.1 identification checks;

18.8.2 anti-money laundering checks;

18.8.3 credit checks; and

18.8.4 sanctions screening,

in addition, Paddlup shall have the right to provide either party to a Contract for Sale in respect of a Vehicle with the name, address, telephone number and email address of the other party to such contract.

18.9 Save as otherwise expressly provided in these Conditions, the Auctioneer shall have absolute discretion in relation to offering the Vehicle for sale, including in relation to:

18.9.1 the place and date of a Vehicle Sale, including cancelling or rescheduling the Vehicle Sale;

18.9.2 the format and the type of the Auction at which the Vehicle is offered for sale; and

18.9.3 the manner in which the Sale is conducted.

19. "SOLD AS SEEN" VEHICLES

Subject to Conditions 20.2 and 21, each Vehicle shall be "Sold As Seen" unless specifically stated otherwise in the Vehicle Consignment Data and/or the Vehicle Sale Description. The Auctioneer may, but is not obliged to, announce that a Vehicle is being "Sold As Seen."

20. THE CONTRACT FOR SALE

20.1 The parties to the Contract for Sale are the Buyer and the Seller. Paddlup is not a party to the Contract for Sale and is not liable for any breach of such contract by either the Buyer or the Seller.

20.2 It shall be a term of the Contract for Sale that:

20.2.1 unless otherwise disclosed in the relevant Vehicle Sale Description or indicated otherwise by the Auctioneer, the Seller represents and warrants to the Buyer that the Vehicle:

(a) has not been treated by an insurance company as a Write Off;

(b) has not sustained Catastrophic Damage;

(c) has not been used by the police or as a licensed hackney carriage/taxi or private hire vehicle;

(d) has not been re-registered or imported;

(e) has not sustained flood damage;

(f) has not been stolen and subsequently recovered;

(g) is in such a condition as will allow it to be lawfully used upon the road immediately on its sale in an Auction or otherwise on completion of a Sale; and

(h) unless provided otherwise in these Conditions, any description applied to the Vehicle by the Auctioneer or disclosed in the relevant Vehicle Sale Description (subject to any qualifications or

corrections to such Vehicle Sale Description announced by the Auctioneer) shall be reasonably accurate.

- 20.3 When a Vehicle is described as having no major mechanical defects, that description shall be construed as meaning that there is no major mechanical defect in (but only in) the engine, gearbox, clutch, brakes, steering and transmission of the Vehicle. The parties agree that, in determining the accuracy of the description "no major mechanical defects", the age and, if warranted by the Seller, the mileage of the Vehicle shall be taken into account.
- 20.4 Other than as set out in this Condition 20 and as set out in Condition 21, all conditions, warranties and other terms (whether express or implied and whether implied by statute, common law, custom or otherwise) are excluded from the Contract for Sale to the extent permitted by Applicable Law.

21. PADDLUP WARRANTIES

21.1 In relation to each Vehicle entered into an Auction or otherwise promoted for Sale on a Paddlup Platform and by Paddlup as Auctioneer, Paddlup warrants to the Buyer that (insofar as Paddlup is aware having made due and careful enquiry):

21.1.1 the Vehicle has been accepted by Paddlup into Auction, Immediate Sale or Private Treaty Sale in good faith;

21.1.2 the Seller has the absolute right to sell the unencumbered legal and beneficial interest in the Vehicle;

21.1.3 if and to the extent announced by the Auctioneer or disclosed in the Vehicle Sale Description a Vehicle's mileage is warranted, the Vehicle's mileage indicated by the odometer can be considered accurate. Otherwise, Paddlup gives no warranty as to the Vehicle's mileage and the Vehicle is sold on the basis that any indication of the Vehicle's mileage given by the Vehicle's odometer may be inaccurate. If the Buyer discovers any mileage discrepancies after sale of a Vehicle without warranted mileage, then it is the Buyer's responsibility to investigate and resolve these, and neither Paddlup nor the Seller accepts any liability in respect of any such discrepancies;

21.1.4 unless the Vehicle is sold and purchased on a "Sold As Seen" basis the Auctioneer will announce, and/or the relevant Vehicle Sale Description will disclose, (if applicable) that the Vehicle:

(a) has been treated by an insurance company as a Write Off;

(b) has sustained Catastrophic Damage;

(c) has been used by the police or as a licensed hackney carriage/taxi or private hire vehicle;

(d) has been re-registered or imported;

(e) has sustained flood damage;

(f) has been stolen and subsequently recovered; and/or

(g) is not in a condition as would allow it to be lawfully used upon the road immediately on its sale in an Auction or otherwise on completion of a Sale; and

(h) unless the Vehicle is sold and purchased on a "Sold As Seen" basis, the Auctioneer will announce, or the relevant Vehicle Sale Description will disclose, details of any major mechanical defect declared in the Vehicle Consignment Data.

21.2 In the event of any breach of the warranties set out in Conditions 21.1.1 to 21.1.5, the Buyer's sole remedy against Paddlup shall be a contractual claim for breach of these Conditions. Any such claim shall be subject always to the limitations on Paddlup's liability set out in Condition 25.

21.3 Except as expressly stated in these Conditions, Paddlup gives or makes no undertaking, representation or warranty with regard to any Vehicle.

22. PADDLUP CHARGES

- 22.1 Paddlup shall charge to the Buyer the Buyer's Fee, including the Buyer's Commitment on all purchases made using a Paddlup Platform.
- 22.2 Paddlup shall charge to the Seller the Seller's Fee on all sales made using a Paddlup Platform.
- 22.3 All Paddlup Fees shall be charged in pounds sterling.
- 22.4 Paddlup reserves the right to vary its charges from time to time.
- 22.5 Any variation in the charges shall be reported on the Paddlup Website.
- 22.6 Any variation in the charges shall not apply to sales of Vehicles that have already been completed before the date the changes to charges are implemented and (if applicable) published on the Paddlup Website.
- 22.7 All charges payable to Paddlup by the Seller and the Buyer are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made by Paddlup to the Seller or the Buyer, the Seller or the Buyer shall, on receipt of a valid VAT invoice from Paddlup, pay to Paddlup such additional amounts in respect of VAT as are chargeable on the supply of Paddlup's services or the Vehicle at the same time as payment is due for the supply of the services or the Vehicle.
- 22.8 Paddlup may charge the Buyer's Fee including the Buyer's Commitment Fee:
- 22.8.1 at the Point of Sale, whether or not the Contract for Sale is later rescinded;
 - 22.8.2 when the Seller is also the Buyer; or
 - 22.8.3 when the Vehicle is re-sold pursuant to Conditions 9 or 14.
- 22.9 Paddlup may charge the Buyer an entry fee and commission and the Buyer's fee on any sub-sale effected by the Buyer at the Paddlup Premises.
- 22.10 The Seller shall be liable to pay to Paddlup upon demand any relevant charges or other sums due to Paddlup whether or not payment is received from the Buyer.
- 22.11 Paddlup shall be entitled to charge Storage fees in accordance with Condition 24.

23. PASSING OF TITLE OF THE VEHICLE AND BILL OF SALE

- 23.1 Title of the Vehicle shall not pass to the Buyer, and the Contract for Sale shall not be completed, until the Buyer has paid to Paddlup the Agreed Selling Price, the Buyer's Fee and any other applicable charges in full in cleared funds. Until ownership passes, the Vehicle shall remain the property of the Seller, and the Seller reserves the right to dispose of the Vehicle.
- 23.2 Upon completion of the Contract of Sale in accordance with these Conditions the Seller shall issue to the Buyer a Bill of Sale in respect of the Vehicle.
- 23.3 The signature by both the Buyer and the Seller on the Bill of Sale shall constitute the passing of the title to the relevant Vehicle.

24. RISK AND STORAGE FEES

- 24.1 At all times from the Collection or Delivery (as the case may be) of a Vehicle to Paddlup (whether at the Paddlup Premises or elsewhere) until risk in the Vehicle passes to the Buyer, or the Vehicle is removed by the

Seller, the Vehicle is at the risk of the Seller. From the time when a Contract for Sale is formed under Condition 18.2 (and regardless of the terms of Condition 23), the Vehicle is at the risk of the Buyer.

24.2 Any Vehicle which is not removed from its location upon expiry of the seventh day after the Point of Sale of that Vehicle shall, from that time, incur a Storage fee at the then applicable daily rate, and Paddlup shall have a lien on the Vehicle in respect of any unpaid Storage fees.

24.3 The Seller shall be liable for Storage fees in respect of any Vehicle at the Seller's risk and the Buyer shall be liable for such storage fees in respect of any Vehicle at the Buyer's risk.

25. LIMITS ON LIABILITY

25.1 Nothing in these Conditions shall limit or exclude the liability or remedy of any party for:

25.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or

25.1.2 fraud or fraudulent misrepresentation; or

25.1.3 any act, omission or matter, liability for which may not be excluded or limited under Applicable Law.

25.2 Nothing in these Conditions shall limit or exclude the liability of the Seller or remedy of any other party for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

25.3 Subject to Condition 25.1:

25.3.1 Paddlup shall not be liable to the Buyer or Seller whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill;

(g) pure economic loss; and/or

(h) indirect or consequential loss.

25.3.2 Paddlup's total liability to the Buyer and the Seller arising under or in connection with the sale and purchase of any Vehicle, and the Paddlup Services, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall in all circumstances be limited to the Agreed Selling Price paid for the Vehicle by the Buyer and shall be subject to the Buyer and/or the Seller notifying Paddlup of a claim in writing (and email shall be sufficient) within the applicable time limits specified in these Conditions, or if no such time limit is specified, within 6 months after the date of the Contract for Sale.

25.4 The Buyer agrees and acknowledges that the exclusions of liability contained in these Conditions (whether for the benefit of the Seller and/or Paddlup) are fair and reasonable.

25.5 The Seller agrees and acknowledges that the exclusions of liability contained in these Conditions are fair and reasonable.

26. RIGHTS RESERVED TO PADDLUP

- 26.1 At all times, the following rights are reserved for the benefit of Paddlup, which it may exercise at its sole discretion without any reason being given:
- 26.1.1 to refuse to allow any person to enter the Paddlup Premises or participate in an Auction or other Sale on a Paddlup Platform;
 - 26.1.2 to refuse to allow any Vehicle to be brought onto the Paddlup Premises or to be entered into an Auction or other Sale on a Paddlup Platform;
 - 26.1.3 to require the Seller immediately to remove a Vehicle from the Paddlup Premises and, if the Seller fails to do so, to carry out such removal and to recover the cost of such removal as a debt due from the Seller;
 - 26.1.4 to allocate such lot numbers to Vehicles as Paddlup sees fit and, despite the lot numbers which are allocated, to enter Vehicles into the Auction or otherwise promote them for Sale on a Paddlup Platform in such order and at such times as Paddlup sees fit;
 - 26.1.5 to charge interest on any overdue payments owed to it by either the Seller or the Buyer at the then applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 26.1.6 to withdraw or suspend any facility made available by Paddlup to the Seller or the Buyer, including (but not limited to) account-holder rights.
- 26.2 If, before Paddlup has parted with possession of a Vehicle, a claim is made against Paddlup arising out of, or connected in any way with, the title of the Seller to that Vehicle or their authority to sell or authorise its sale, Paddlup shall be entitled but not obliged to retain the Vehicle and/or withhold payment from the Seller pending the resolution of such claim and/or to refund any money paid to Paddlup by the Buyer.

27. PRIVATE TREATY SALES AND IMMEDIATE SALES

- 27.1 If:
- 27.1.1 a Vehicle fails to meet its Reserve Price; or
 - 27.1.2 the original Buyer of a Vehicle at an Auction fails to meet any its obligations under these Terms and Conditions,
- Paddlup shall be entitled, but not obliged, to inform the Seller of the highest bidder and/or the next highest bidder (as the case may be) 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, next highest bidder or to any other person interested in the Vehicle.
- 27.2 A Buyer irrevocably consents to being contacted by Paddlup for the purposes set out in Condition 26.1.
- 27.3 For the purposes of these Conditions, a "Private Treaty Sale" means:
- 27.3.1 any sale resulting from the provision of the information, facilities or services set out in these Terms and Conditions; or
 - 27.3.2 any other sale of the Vehicle which is agreed as a direct result of the Auction process but is not a sale effected by the fall of the hammer during the Auction; or
 - 27.3.3 a sale of the Vehicle that is not an Auction or an Immediate Sale.

27.4 For the purposes of these Conditions an "Immediate Sale" means the sale of Vehicle that has previously not been successfully sold by Auction and is listed for sale on a Paddlup Platform for a fixed sum as agreed with the Seller and allowing a prospective Buyer to make an offer to Purchase.

27.5 When an Immediate Sale or a Private Treaty Sale occurs, Paddlup shall be entitled to, the Seller's Fee, the Buyer's Fee and any other applicable fees.

27.6 An Immediate Sale or a Private Treaty Sale shall be on such terms as are expressly or by implication agreed by or on behalf of the parties to the Sale, which the Buyer and the Seller acknowledge shall (unless otherwise agreed) reflect the terms offered at the original Auction of the Vehicle.

27.7 Paddlup is not, and shall not be deemed to be, a party to or liable upon an Immediate Sale or Private Treaty Sale and shall not incur any liability to any party to an Immediate Sale or Private Treaty Sale by reason only of the fact that Paddlup has done one or more of the following, namely:

27.7.1 transmitted information or said anything which the Auctioneer could properly have said;

27.7.2 communicated any offer or acceptance;

27.7.3 negotiated a contract without disclosing the name or address of any party;

27.7.4 agreed to reduce its charges;

27.7.5 issued an invoice;

27.7.6 supervised the payment of, or received, the purchase Agreed Selling Price; or

27.7.7 supervised the release of a Vehicle.

27.8 Conditions 7 to 9 (inclusive), 12 to 14 (inclusive) 16 and 24 shall apply to Immediate Sales and Private Treaty Sales with the following alterations:

27.8.1 references (however expressed) to things disclosed in the Vehicle Sale Description, Vehicle Consignment Data or said by the Auctioneer shall be taken as references to things so disclosed on any Paddlup Platform or said by the Auctioneer when, prior to the Immediate Sale or Private Treaty Sale, the Vehicle was entered into an Auction; and

27.8.2 references (however expressed) to the Auction at which a Contract for Sale was formed shall be taken as references to the Auction during which the Vehicle was last offered for sale.

27.9 If there is a dispute between the parties to an Immediate Sale or a Private Treaty Sale, Paddlup shall only be obliged to provide each party with the name and address of the other party (to the exclusion of all other information).

28. COLLECTION AND DELIVERY

28.1 Paddlup shall make available to a Seller upon completion of the Pre-Consignment Checks on a Vehicle, a Consignment Order Form and the Consignment Conditions which details the terms and conditions for the Collection and/or Delivery of a Vehicle to the Paddlup Premises.

28.2 A Buyer shall have the option at the Point of Sale to:

28.2.1 arrange for the Collection of a Vehicle itself; or

28.2.2 elect to sign a Vehicle Delivery Agreement for Delivery of the Vehicle to the Buyer.

28.3 The Buyer shall be required to arrange for Collection or Delivery of the Vehicle no later than 7 days after the Point of Sale of the Vehicle.

28.4 Failure on the part of the Buyer to arrange for Collection or Delivery of the Vehicle within the timeframe specified in Condition 28.3 shall entitle Paddlup to charge Storage fees in respect of the vehicle in accordance with Condition 24.

29. SPECIAL AUCTIONS

29.1 For the purposes of this Condition 29, "Special Auction" means:

29.1.1 the Auction of a lot which is not a Vehicle; or

29.1.2 an Auction at premises which are not the Paddlup Premises or via a Paddlup Platform; or

29.1.3 a private Auction;

29.1.4 any section of an Auction into which a Vehicle can only be entered if either or both of the following conditions apply:

(a) the Vehicle has a likely selling Agreed Selling Price in excess of a sum specified by Paddlup; and/or

(b) the Vehicle, according to the Vehicle Consignment Data or to information otherwise provided by the Seller, meets certain exceptional requirements specified by Paddlup; or

(c) the Auction of one or more Vehicles to which special conditions published by Paddlup apply.

29.2 In the case of a Special Auction of the type described at Condition 29.1.1, these Conditions shall apply with the following modifications:

29.2.1 the word "Vehicle" shall be replaced with the word "Lot" throughout and shall mean an item, which is not a Vehicle, or group of items offered for sale as one unit;

29.2.2 any part of any Condition which can only apply in the case of a Vehicle shall be disregarded, but the remainder, if any, of the Condition shall continue to have effect;

29.2.3 the Seller may specify a Reserve Price in any manner acceptable to Paddlup;

29.2.4 each Lot shall be Sold As Seen unless the information provided on the Lot or an announcement made by the Auctioneer states otherwise; and

29.2.5 Paddlup's charges shall be a matter for negotiation, and Paddlup shall be entitled to charge a storage fee at the same rate and in the same circumstances as the storage fee referred to in Condition 24.

29.3 These Conditions shall apply to all other types of Special Auctions described at Conditions 29.1.2 to 29.1.4 (inclusive), except to the extent that they are modified by or are inconsistent with any special conditions published by Paddlup with reference to the Special Auction in question.

30. INTELLECTUAL PROPERTY RIGHTS

30.1 The Seller and the Buyer acknowledge and agree that Paddlup (and any of Paddlup's licensors or permitted licensees) own all of the Intellectual Property Rights relating to the Paddlup Website, the Brand, the Paddlup Socials, the Paddlup Merchandise and products or content arising thereon or during the course of performance of the Paddlup Services.

30.2 The Seller and the Buyer acknowledge and agree that any use by it of the Paddlup Website, interaction with the Paddlup Socials, wearing and or use of the Paddlup Merchandise and products or content arising thereon or during the course of performance of the Paddlup Services does not constitute the granting of any Intellectual Property Rights rightfully owned by Paddlup (and any of Paddlup's licensors or permitted licensees).

30.3 Other than with the prior written consent of Paddlup, in relation to the Intellectual Property Rights identified in Conditions 30.1 and 30.2, the Seller and/or the Buyer is/are not permitted at any time to copy, reproduce, download, publish, re-publish, post, broadcast, record, print, commercially exploit, transmit, edit, communicate

to the public or distribute in any way any of the products or content that arises by virtue of an Auction or their use of the Paddlup Website or Paddlup Platforms.

- 30.4 Other than as permitted in writing by Paddlup, the Seller and/or the Buyer (as the case may be) is not permitted to use any Intellectual Property Rights without the consent of Paddlup.
- 30.5 The Seller and/or the Buyer (as the case may be) shall indemnify the Paddlup against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by the Paddlup arising out of or in connection with any claim made against the Paddlup for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Paddlup Merchandise, the Paddlup Services, the Paddlup Socials and/or the Paddlup Website.
- 30.6 The Seller's and/ or the Buyer's (as the case may be) liability under the indemnity under Condition 30.5 is conditional on the Paddlup discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Paddlup that may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Paddlup shall:
- 30.6.1 as soon as reasonably practicable, give written notice of the Claim to the Seller and/or the Buyer, specifying the nature of the Claim in reasonable detail;
- 30.6.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Seller and/or Buyer; and
- 30.6.3 give the Seller and/or the Buyer and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Paddlup, to enable the Seller and/or the Buyer and its professional advisers to examine them and to take copies (at its expense to assess the Claim).
- 30.7 Nothing in this Condition 30 shall restrict or limit Paddlup's general obligation by law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

31. LOSS, DAMAGE AND INJURY

To the extent it is lawfully able, Paddlup shall have no liability for any damage, loss or injury sustained by any person on the Paddlup Premises, or (as the case may be) any other premises where an Auction or other Sale conducted by Paddlup may take place, with the exception of any death, personal injury, loss or damage caused by a breach of duty or negligence on the part of Paddlup or its employees or agents in the performance of their ordinary duties to Paddlup.

32. INFORMATION PRESENTED BY PADDLUP

- 32.1 Any description, Vehicle Sale Description, Vehicle Consignment Data, or other information presented (in whatever form or by whatever means) by Paddlup in relation to a Vehicle for Auction or other Sale shall be given on behalf of the Seller from information duly obtained and approved by the Seller and Paddlup shall not be responsible.
- 32.2 Buyers are responsible for verifying and satisfying the state, condition and ownership of any Vehicle and may do so by means of its own due diligence or by booking an appointment for viewing the Vehicle with the Paddlup Concierge Team.
- 32.3 Any photographs, illustrations, diagrams, recordings or other indications as to the quality and appearance of the Vehicle are for identification purposes only and may be inaccurate as to true condition and colour.
- 32.4 Paddlup shall not be liable for any omission from the description of the Vehicle or presentation of the Vehicles appearance or any part of the Vehicle.
- 32.5 Any media content presented by Paddlup on the Paddlup Website, the Paddlup Platforms or on any Paddlup Socials, including but not exclusive to any posts, podcasts, articles, blogs, news, videos or any other related

media are for information purposes only and shall not in any circumstance constitute advice by Paddlup or any of its employees or agents as to technical, legal, financial or other matters and no Buyer, Seller or other Third Party shall be entitled rely upon such content.

- 32.6 Any reliance placed upon the content produced by Paddlup in accordance with clause 32.5 is done so entirely at the party's own risk.

GENERAL

33. DATA PROTECTION AND INFORMATION

- 33.1 Where Vehicles are sold or purchased, or where Paddlup provides any services under these Conditions, Paddlup may require certain information from a Seller or Buyer (as applicable) which may include personal data (within the meaning of the Data Protection Act 2018). Any/all personal data collected by Paddlup for such purposes shall be processed by Paddlup in accordance with Paddlup's Privacy Policy, which can be accessed on the Paddlup Website at <https://www.Paddlup.co.uk/legal/privacy-policy>.
- 33.2 The Seller and the Buyer each agrees and undertakes to keep secure, and not share, any login details which provide them with access to Paddlup's systems and online platforms. Paddlup shall be entitled to treat all transactions carried out on the Seller's or the Buyer's account (as applicable) as legitimate transactions of the Seller or the Buyer (as applicable) and accordingly the Seller or the Buyer (as applicable) shall be liable to Paddlup and (in the case of the Seller) to the Buyer and (in the case of the Buyer) to the Seller in respect of them.
- 33.3 The Seller and the Buyer agree and acknowledge that the Driver Vehicle and Licencing Agency ("DVLA") is the controller in respect of any personal data present on the V5 for any Vehicle. The applicable privacy notice of the DVLA governs the processing of any such data. The terms controller, personal data and processing referenced in this Condition 33.3 shall have the meanings given to them by the Data Protection Act 2018.
- 33.4 Any third party content included in the Paddlup Website, any Paddlup Platform or any Paddlup Socials (including, but not limited to, CAP data or HPI data) is provided on an "as is" basis at the time of publication and is not vetted by Paddlup. Accordingly, Paddlup does not accept any liability in respect of such third party content. In particular, HPI Spec Check data is provided by CAPhpi, with all rights reserved to CAPhpi. Paddlup shall not be liable for any errors or omissions in the HPI Spec Check data or for any liability or loss suffered by any person as a result of that person's use of such data. Paddlup does not warrant that any original specification equipment listed in the HPI Spec Check for any Vehicle still remains fitted to that Vehicle.

34. PERSONAL ITEMS

Unless there is a specific agreement in writing to the contrary between Paddlup and the Seller, Paddlup shall have no obligation to perform a factory reset on a Vehicle's system in case personal data (within the meaning of the Data Protection Act 2018) remains present or to remove, or otherwise deal with, personal effects found in a Vehicle.

35. AVAILABILITY

- 35.1 Use of the Paddlup Platforms shall be subject to the applicable Paddlup's terms and conditions as set out on the Paddlup Website. Paddlup makes no promises or representations regarding the availability of any Paddlup Platform.
- 35.2 The Seller and the Buyer each agrees that all copyright (including rights in software), trademarks, database rights and any other Intellectual Property Rights in the Paddlup Platforms, or any documentation produced or compiled by Paddlup in connection with the sale and purchase of the Vehicles, shall be the property of and belong to Paddlup (and/or its licensors). No rights in any of Paddlup'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 the Paddlup Platforms, or any documentation produced or compiled by Paddlup in connection with the sale and purchase of the Vehicles.
- 35.3 Neither the Seller nor the Buyer may copy, reproduce, republish, reverse engineer, commercially exploit or otherwise make use of Paddlup's Intellectual Property other than for the strict purpose of using the Paddlup

Platforms or any documentation produced or compiled by Paddlup in connection with the sale and purchase of the Vehicles.

36. ENTIRE AGREEMENT

These Conditions and the other documents referred to in these Conditions set out the entire agreement between (1) Paddlup and a Seller; (2) Paddlup and a Buyer; and (3) the Seller and the Buyer in relation to the subject-matter of these Conditions.

37. THIRD PARTIES

These Conditions supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to the subject matter of these Conditions. No other person except for the parties to these Conditions shall have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon, or enforce, any term of these Conditions which can be enforced by any company in the same Group as Paddlup.

38. ASSIGNMENT

- 38.1 Paddlup may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Conditions.
- 38.2 The Seller and Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with their rights and obligations under these Conditions.

39. NO AGENCY OR PARTNERSHIP

- 39.1 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture, employee-employer, or franchisor-franchisee relationship between Paddlup and either the Seller or the Buyer.
- 39.2 Paddlup is an independent provider of the Paddlup Services and is not the legal representative or agent of, nor has the power to obligate either a Buyer or a Seller for any purpose whatsoever.

40. WAIVER OF REMEDIES

No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

41. NOTICES

- 41.1 Any notice or other communication given to a party under or in connection with these Conditions shall be in writing and shall be:
 - 41.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 41.1.2 sent by email to the applicable address specified:
 - (a) on the Paddlup Website in the case of Paddlup;
 - (b) on the Seller's account record with Paddlup in the case of the Seller; and
 - (c) on the Buyer's account record with Paddlup in the case of the Buyer.
- 41.2 Any notice or communication shall be deemed to have been received:
 - 41.2.1 if delivered by hand, at the time the notice is left at the proper address;

41.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or

41.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

41.3 In Condition 41.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt and business days means Monday to Friday on a day that is not a public holiday in the place of receipt.

41.4 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. A notice given under these Conditions is not valid if sent by email, unless expressly provided to the contrary.

42. INADEQUACY OF DAMAGES

The parties acknowledge that in the event of a breach by either the Buyer or the Seller of their respective obligations under these Terms and Conditions, the loss or damage incurred by Paddlup or a member of its Group by reason of such breach may be such that damages will not be an adequate remedy. Accordingly, Paddlup will have the right to specific performance of the Seller and/or the Buyer for any breach under these Conditions. Such remedy shall be in addition to, and not in lieu or limitation of, other remedies provided to Paddlup under these Conditions or otherwise by law.

43. SEVERANCE

If any provision of these Terms and Conditions or any part thereof (**Offending Provision**) is hereafter found to be unenforceable, invalid or illegal for any reason, then the Offending Provision shall, whenever allowed by the context, be deemed replaced by such valid and enforceable provision whose contents are as close as permissible to those of the Offending Provision, and the other Conditions of these Terms and Conditions shall remain in full force and effect, unless the exclusion of the Offending Provision would make performance commercially impracticable.

44. CURRENCY

44.1 All payments and transfers made under these Terms and Conditions shall be made solely in British Pounds (GBP) to the Paddlup Escrow Account.

44.2 Buyers wishing to convert currency to GBP for the purchase of a Vehicle do so at their own risk and at their own expense. Paddlup accepts no liability for any conversion of currency whatsoever.

45. GOVERNING LAW AND JURISDICTION

45.1 These Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or their subject matter or formation of the contracts to which they apply shall be governed by and construed in accordance with English Law.

45.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, disagreement or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions, their subject matter or formation of the contracts to which they apply.

Paddlup Ltd is a credit broker and not a lender, we are authorised and regulated by the Financial Conduct Authority. Registered No: 947454

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