

## SELLER'S PACK

The terms of this Seller's Pack together with the Terms of Service form the contract between the Seller and the Company whereby the Company provides services to the Seller. Terms which are defined in the Terms of Service are identified with capital letters and have the same meanings in this Seller's Pack.

### 1. SELLER CONTENT AND INFORMATION

The Seller agrees to provide all the information in their possession and understanding concerning the vehicle's condition, usage and ownership history as Seller's Content.

The Seller understands that this information will form the basis of the description of the vehicle provided by the Company on the Platform on behalf of the Seller, for which the Seller is entirely responsible.

The Seller agrees to review and (in the absence of comment to the contrary) hereby approves the description of the vehicle provided by the Company on the Platform on the Seller's behalf.

By submitting the Seller Content, the Seller fully and unconditionally releases and forever discharges the Company and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with:

disputes between the Seller and a Buyer or one or more Users or any other person or entity; or the use by the Company or the Seller of the Seller Content.

By submitting any Seller Content, the Seller grants to the Company and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable licence to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the Seller Content, and/or any other non-personal information associated with the Seller Content, in any commercial or non-commercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to the Seller.

### 2. SELLER'S COMMISSION and FEES

It is a condition of this contract between the Seller and the Company that the Seller pays to the Company the Seller's Commission, which is a sum equal to 5% + VAT of the Purchase Price (capped at £5,000 + VAT) or minimum £500 + VAT (either, "Seller's Commission"), which represents the consideration due (or part of it if other services are requested by the Seller) to the Company for the Company's Service to the Seller and facilitation of the sale of the vehicle by the Seller. This sum is paid through the retention of funds payable directly to the Company by the Buyer when an Auction completes.

There is an additional fee of £300 plus VAT for Sellers choosing the Concierge option.

Further fees may apply for additional services chosen by the Seller, (e.g., professional vehicle valet and detailing with the Concierge Option, or professional photography fees). These will be separately advised for approval when such services are requested by the Seller.

### **3. SELLER'S UNDERTAKINGS**

By listing a vehicle on the Platform, the Seller undertakes and warrants to the Company (and in the Terms of Service, to the Buyer):

that the Seller is the owner of the vehicle or is duly authorised as an agent for a principal who is the owner to sell the vehicle. Where the Seller acts as an agent for the owner of the vehicle, these undertakings and warranties are given by both Seller and their principal;

Where the Seller acts as an agent for the owner of the vehicle, the Seller shall disclose their principal's identity to the Company, shall provide evidence of their authority to act for the principal and agrees to take such steps as the Company may require to allow the Company to undertake such identity and related checks into the principal as the Company may determine. Where selling as an agent for another party, the Seller as agent and their principal shall be jointly and severally liable as such to sell the vehicle;

that the Seller sells the vehicle with full title guarantee free from all liens, charges, encumbrances, and third party claims or, where the seller is the executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest they may have in the vehicle;

that the Seller (and any principal for whom they are acting) will complete any governmental or regulatory registration requirements necessary to complete a sale of the vehicle;

that the Seller has provided all the information in their possession and knowledge about the vehicle, including ownership and service history, details of all faults and repairs, and any other information about to the history and condition of the vehicle;

that neither the Seller, nor anyone associated with, acting with or acting under instruction from the Seller, will bid on any vehicle submitted by the Seller for sale on the Platform;

that the vehicle is not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

that neither the Seller (and any principal for whom the Seller is acting) nor any of its or their owners, controllers or directors are subject to international sanctions under the UK, US or EU sanctions regimes, or are based in any country subject to any such sanctions regime;

that it will inform the Company if it (or a principal for whom the Seller is acting) is selling in the course of a business and will provide the Company with the trade seller information required by EU and UK consumer regulations (as advised by the Company from time to time) for inclusion in Seller Content on the Platform;

that if the Seller (or a principal for whom the Seller is acting) is a trade seller and the Buyer is a UK or EU consumer buyer, the Seller will comply with applicable consumer protection regulations including but not limited to the Consumer Protection From Unfair Trading Regulations 2008, The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 and the Consumer Rights Act 2015.

Breach of the above undertakings by the Seller shall entitle the Company to cancel the relevant sale, ban the Seller from further use of the Platform and/or (in the case of VI above) retain any commissions achieved from any sale (whether cancelled or not), at the Seller's discretion.

### **4. RESERVES**

Sellers agree to provide to the Company a reserve amount indicating the minimum price at which the Seller will make a sale of the applicable vehicle (the "Reserve") prior to the Company's publication of the Seller's listing. Alternatively, the Seller may instruct the Company that the vehicle is to be sold without Reserve. Vehicles offered for sale without Reserve may not be withdrawn from the auction process once a bid, no matter at what level, has been placed on them.

The Seller may reduce or waive the Reserve during the auction by notifying the Company of such change via email. In no circumstances may a Reserve for a vehicle be raised once the listing for that vehicle has gone live.

Sellers agree that the Platform, at the Company's discretion, is permitted to sell a vehicle at a price that is below the Reserve, so long as the Seller receives the amount it would have received had the vehicle sold at the Reserve.

## **5. ACCOUNT CANCELLATION and WITHDRAWALS**

Sellers may cancel their Company account at any time; however, there are no refunds for or in connection with cancellation absent a breach of the Seller's Pack by the Company, provided that Seller's fees may be refundable solely prior to a Seller's listing being published.

Sellers acknowledge that the Company's costs are incurred in arranging the consignment and listing of vehicles for sale and maintaining the Platform to facilitate such sales. Sellers may not withdraw a vehicle from sale once the Auction for that vehicle has gone live on the Platform without paying the Seller's Commission (calculated by reference to a sale at the Reserve) to compensate the Company for such costs.

## **6. INDEMNITY**

Sellers agree to indemnify and hold harmless the Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and its and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from:

the Seller's use of and access to the Service, including any data or content transmitted by it;

its violation of any term of this Seller's Pack or the Terms of Service, including without limitation breach of any of the undertakings and warranties above, its violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights, its violation of any applicable law, rule or regulation, Seller Content or any content that is submitted via the Seller's account including without limitation misleading, false, or inaccurate information, Seller's wilful misconduct, and any other party's access and use of the Service with Seller's unique username, password or other appropriate security code.

## **8. COLLECTION OF UNSOLD VEHICLES**

If the Seller has stored the vehicle with the Company during the Auction and the vehicle is not sold, the Seller will be wholly responsible for any removal, insurance, storage or other charges or expenses incurred by the Company in the event the Seller does not remove the vehicle within 7 days of Auction end. The Seller will indemnify the Company against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Company by reason of their failure to remove the vehicle, including any charges due from any third party storage provider. All such sums due will be payable on demand.

## **9 FINANCIAL AND BACKGROUND CHECKS**

All payments made by the Buyer to the Company shall be facilitated through Stripe, Inc., the Company's third-party payment processing service. The Company does not directly capture or store any payment information.

Sellers acknowledge and agree to the Company's and Stripe Inc's rights to perform financial and background checks on Users of the Service when either the Company or Stripe Inc deems it necessary to meet legal obligations under Money Laundering and other regulations, and to suspend, postpone or cancel any transaction at any point without liability to a Seller should it identify a potential breach of such legal and regulatory obligations.

## **10. COMPLAINTS AND MEDIATION**

If the Seller is operating as a business, the complaints procedure pursuant to the EU Platform to Business Regulation is to refer a complaint to the complaints manager, where it will be addressed. In the event that mediation of a dispute is required, please refer to [hello@themarket.co.uk](mailto:hello@themarket.co.uk) for a list of mediators.

## **11. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

The Service is provided on an “as is” basis to facilitate the Seller’s vehicle sales: we do not offer any warranty or guarantee or accept any liability for Seller Content or other Content (including any Content offered under the Concierge option), for any description provided on the Seller’s behalf for any vehicle, for the use or misuse by any third party of the Site or regarding the operation of the Site or the Platform, and any implied warranties are excluded to the fullest extent permissible by applicable law.

In no event will the Company be liable for any loss of business, profits, revenue or income, or for loss of business or reputation, time or opportunity, or for indirect or consequential losses of any kind, whether any of the above results from negligence, breach of contract, statutory duty or otherwise.

Notwithstanding the above disclaimers, in the event the Company was to be found to be liable under this agreement, such liability shall be limited to the amount of commission received or anticipated by the Company under the applicable sale, irrespective of how such liability arises, whether from negligence, breach of contract, statutory duty or otherwise.

Nothing in this section 10 or elsewhere in this Seller’s Pack will exclude or restrict the Company’s liability (or affect another person’s rights) in respect of: fraud, death or personal injury caused by our negligence, acts or omissions under the Occupiers Liability Act 1957, applicable statutory consumer rights and protections, and other liabilities to the extent they cannot be excluded or limited as a matter of applicable law.

## **12. CHOICE OF LAW**

This Agreement shall be governed by the laws in force in England and Wales and subject to the jurisdiction of the courts of England and Wales. The offer and acceptance of the service contract formed by acceptance of these Terms of Service is deemed to have occurred in England.