

BUYER TERMS & CONDITIONS OF SALE FOR FWMA LTD

1. Please read these Terms and Conditions carefully before registering to bid. These Terms govern all auctions conducted by **FWMA Ltd**, a company registered in England and Wales, trading as Fairways Motor Auctions ("**Fairways**"), whose registered office is at Grosvenor House, Chapel Street, Congleton, England, CW12 4AB. Telephone: 01260 734503. Email: info@fairwaysmotorauctions.co.uk. Website: www.fairwaysmotorauctions.co.uk. Fairways acts solely as agent for the Seller unless otherwise stated in writing. The contract for the sale and purchase of any Lot is made directly between the Seller and the Buyer. Buyers are responsible for satisfying themselves as to the condition, authenticity, description, age, suitability and value of any Lot before bidding.

2. Definitions used in these Terms:

Auction: any motor auction conducted by Fairways at the Premises or such other location as Fairways may designate; **Auctioneer:** Fairways or any person authorised by Fairways to conduct the Auction; **Bidder:** any person registered to bid at an Auction; **Bidding Portal:** the online registration and bidding platform operated by Fairways at www.fairwaysmotorauctions.co.uk through which Bidders register, accept these Terms and pay the Deposit; **Buyer:** the highest accepted bidder for a Lot; **Buyer's Premium:** the commission payable by the Buyer to Fairways in addition to the Hammer Price, as set out in Clause 7; **Deposit:** the refundable bidder deposit of GBP300 payable prior to authorisation to bid, as set out in Clause 4; **Hammer Price:** the final bid accepted by the Auctioneer at the fall of the hammer; **Lot:** any motor vehicle or other item offered for sale at the Auction; **Premises:** Grosvenor House, Chapel Street, Congleton, England, CW12 4AB or such other premises as designated by Fairways; **Seller:** the owner of the Lot consigning it for sale through Fairways; and **Storage Charges:** the charges payable for Lots remaining uncollected after the free storage period, as set out in Clause 11.

3. Online Acceptance and Registration.

3.1 All Bidders must register via the Bidding Portal at www.fairwaysmotorauctions.co.uk before bidding. As part of the registration process, the Bidder is required to tick the acceptance box on the Bidding Portal confirming that they have read, understood and agree to be bound by these Terms and Conditions in their entirety. Ticking the acceptance box constitutes a legally binding acceptance of these Terms and is equivalent in effect to a handwritten signature.

3.2 Registration is not complete, and a Bidder will not be authorised to bid, until: (a) the Bidder has ticked the acceptance box on the Bidding Portal; and (b) the Deposit has been received by Fairways in cleared funds in accordance with Clause 4.

3.3 By ticking the acceptance box, the Bidder represents and warrants that: (i) they are aged 18 or over; (ii) they have the legal capacity to enter into a binding contract; (iii) all information provided during registration is true, accurate and complete; and (iv) where bidding on behalf of a third party, they are duly authorised to do so and have notified Fairways accordingly.

3.4 Fairways reserves the right to refuse any registration or bidding application at its sole discretion and without providing a reason. Any Bidder acting on behalf of a third party without prior notification to Fairways shall remain personally liable for all obligations arising from the purchase as if they were the principal Buyer.

3.5 Bidders must provide satisfactory proof of identity and, where applicable, proof of address when requested by Fairways. Fairways reserves the right to suspend or terminate bidding privileges at any time where it is not satisfied as to a Bidder's identity or compliance with applicable law.

4. Bidder Deposit.

4.1 All Bidders are required to pay a refundable deposit of **GBP300** via the Bidding Portal prior to being authorised to bid at any Auction. Payment of the Deposit is a condition of registration and no Bidder will be permitted to bid until the Deposit has been received in cleared funds.

4.2 The Deposit may be paid by bank transfer, cash or any other payment method approved by Fairways and made available on the Bidding Portal.

4.3 The Deposit will be refunded in full following the Auction provided that: (a) the Bidder has not purchased a Lot; and (b) the Bidder has complied with these Terms and Conditions in full.

4.4 Where a Bidder purchases a Lot, the Deposit may, at Fairways' discretion, be applied against the total amount due and owing by the Buyer.

4.5 If a Buyer fails to complete the purchase of a Lot, fails to make payment by the required deadline, breaches these Terms and Conditions, or otherwise defaults on their obligations, Fairways reserves the right to retain the GBP300 Deposit in full. The retention of the Deposit shall be without prejudice to any other rights or remedies available to Fairways or the Seller.

5. Conduct of the Auction.

5.1 The Auctioneer has absolute discretion in the conduct of the Auction and may at any time and without giving reasons: (a) refuse any bid; (b) withdraw any Lot before or during bidding; (c) divide or combine Lots; (d) re-offer any Lot; and (e) resolve any dispute concerning bidding or the identity of the Buyer.

5.2 The highest bid accepted by the Auctioneer shall constitute the Hammer Price. The fall of the hammer signifies acceptance of the highest bid and at that moment a legally binding contract of sale is formed between the Buyer and the Seller.

5.3 In the event of a dispute as to the highest bidder or any other matter, the Auctioneer's decision shall be final and binding on all parties.

6. Condition of Lots.

6.1 All Lots are sold strictly "**AS SEEN**" and "**WITH ALL FAULTS**". No warranty, guarantee or representation of any kind is given by Fairways or the Seller regarding the condition, mileage, roadworthiness, registration status, mechanical fitness, authenticity or fitness for purpose of any Lot.

6.2 Catalogue descriptions, photographs, advertisements and any information provided by Fairways or the Seller relating to any Lot are provided for general guidance only, do not form part of any contract, and should not be relied upon by Bidders as statements of fact.

6.3 Buyers must satisfy themselves fully as to the condition, suitability, identity and legal status of any Lot before bidding. Fairways recommends that Buyers carry out independent inspections and checks (including HPI checks and any other relevant searches) prior to bidding. Buyers are given the opportunity to inspect Lots prior to the Auction and shall be deemed to have done so.

6.4 Fairways shall have no liability whatsoever in respect of any misdescription of or defect in any Lot whether or not such misdescription or defect was known to Fairways at the time of the Auction.

7. Buyer's Premium.

7.1 In addition to the Hammer Price, the Buyer shall pay Fairways a Buyer's Premium of **12.5% of the Hammer Price plus VAT**, subject to a **minimum charge of GBP300 plus VAT per Lot**.

7.2 The Buyer's Premium is payable on every Lot purchased and forms part of the total amount due to Fairways by the Buyer.

Fee	Rate	Minimum	Payable On
Buyer's Premium	12.5% of Hammer Price + VAT	GBP300 + VAT per Lot	Every Lot purchased

8. Payment.

8.1 Full payment of the Hammer Price and Buyer's Premium (and any other sums due) must be received by Fairways in cleared funds no later than **1:00pm on the day following the Auction**. Time for payment shall be of the essence.

8.2 Payment may be made by bank transfer or cash only. Cheques, debit cards and credit cards are not accepted unless expressly agreed in writing by Fairways in advance.

8.3 Fairways reserves the right to request proof of identity and source of funds where required by applicable law or regulation, including anti-money laundering legislation.

8.4 Title to the Lot shall not pass to the Buyer until all monies due have been paid in full and received by Fairways in cleared funds. Until title passes, the Buyer shall hold any Lot in their possession as bailee for the Seller.

8.5 Fairways shall retain possession of the Lot and shall be entitled to exercise a lien over it until payment has been received in full.

9. Failure to Pay.

9.1 If payment in full is not received by the due date and time, Fairways may, without prejudice to any other right or remedy available to it or the Seller: (a) cancel the sale; (b) retain any Deposit paid; (c) charge interest at the rate of 4% per annum above the Bank of England Base Rate on all overdue amounts, calculated daily from the due date until the date of actual payment; (d) resell the Lot by auction or private treaty at such price and on such terms as Fairways thinks fit; (e) recover from the defaulting Buyer all losses, commissions, costs (including legal costs on an indemnity basis) and expenses incurred by Fairways or the Seller arising from the Buyer's default; and (f) refuse future bidding privileges to the defaulting Buyer.

9.2 Any deficiency arising on a resale of the Lot (being the difference between the original Hammer Price and the resale price, together with all associated costs and expenses) shall remain payable by the defaulting Buyer and Fairways may bring proceedings to recover the same.

10. Collection of Lots.

10.1 Buyers must collect purchased Lots promptly following confirmation that payment has been received and cleared. Lots may only be released to the Buyer (or their authorised representative) upon production of satisfactory proof of purchase and, where applicable, proof of identity.

10.2 Buyers must arrange all appropriate transport and insurance at their own cost before collection. Any vehicle purchased must be insured and fully legally compliant before being driven from the Premises. Fairways shall have no liability for any loss, damage or legal consequence arising from the Buyer driving or moving a vehicle from the Premises without adequate insurance or legal compliance.

10.3 Fairways reserves the right to require vehicles to be transported from the Premises by transporter rather than driven, at the Buyer's cost, where in Fairways' reasonable opinion the vehicle is not roadworthy.

11. Storage Charges.

11.1 Fairways will provide a free storage period of **five (5) calendar days** from the date of the Auction ("Free Storage Period").

11.2 Any Lot remaining uncollected after the expiry of the Free Storage Period will incur Storage Charges of **GBP10 plus VAT per Lot per day** (or part thereof) until the Lot is collected.

11.3 Storage Charges must be paid in full before Fairways will release any Lot. Fairways shall be entitled to exercise a lien over any uncollected Lot in respect of all outstanding Storage Charges.

11.4 Fairways reserves the right to move or relocate uncollected Lots at the Buyer's risk and expense and shall not be liable for any loss or damage arising from such movement or relocation.

11.5 Lots remaining uncollected for a period exceeding three (3) months following the Auction may be sold or otherwise disposed of by Fairways to recover outstanding Storage Charges and any other sums due. Any surplus after deduction of all outstanding charges shall be remitted to the Buyer.

12. Risk.

12.1 Risk in the Lot passes to the Buyer immediately upon the fall of the hammer. From that moment the Buyer is responsible for arranging adequate insurance cover for the Lot at their own cost.

12.2 Fairways accepts no responsibility for any loss or damage to a Lot occurring after the fall of the hammer, whether the Lot remains on the Premises or otherwise.

13. Limitation of Liability.

13.1 Nothing in these Terms excludes or limits any liability which cannot lawfully be excluded or limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability which cannot legally be excluded.

13.2 Subject to Clause 13.1, Fairways shall not be liable to the Buyer (whether in contract, tort, breach of statutory duty or otherwise) for: (i) loss of profit; (ii) loss of business; (iii) loss of opportunity; (iv) consequential or indirect loss; (v) loss of data; (vi) defects or faults in any Lot; or (vii) any other loss or damage arising from or in connection with the Auction or any Lot.

13.3 Subject to Clause 13.1, the total aggregate liability of Fairways to the Buyer in connection with any Lot shall not exceed the Buyer's Premium actually paid by the Buyer to Fairways in respect of that Lot.

14. Data Protection.

14.1 Fairways will process personal information in accordance with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018. Fairways' Privacy Statement is available at www.fairwaysmotorauctions.co.uk.

14.2 Buyer details may be provided to the Seller where necessary to administer, complete or enforce a sale, or where required by law.

15. General.

15.1 Severance. If any provision of these Terms is found to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted, without affecting the validity and enforceability of the remaining provisions.

15.2 Waiver. No failure or delay by Fairways in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

15.3 Entire Agreement. These Terms constitute the entire agreement between Fairways and the Buyer relating to participation in the Auction and the purchase of any Lot, and supersede all previous agreements, representations and understandings between them in respect thereof.

15.4 Assignment. The Buyer may not assign or transfer any rights or obligations under these Terms without the prior written consent of Fairways.

15.5 Third Party Rights. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any person who is not a party to them.

15.6 Governing Law. These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.7 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation.

IMPORTANT NOTICE

These Terms and Conditions are accepted electronically via the tick-box acceptance on the Fairways Motor Auctions Bidding Portal at www.fairwaysmotorauctions.co.uk. Ticking the acceptance box during registration constitutes a legally binding agreement to these Terms. No physical signature is required. Bidders will not be authorised to bid until both the acceptance box has been ticked and the GBP300 Deposit has been received in cleared funds.

FWMA LTD (trading as Fairways Motor Auctions)

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