

Charlotte Motor Salvage

TERMS AND CONDITIONS OF SALES

- All purchases are subject to these Terms and Conditions.
- All Buyers agree that these Terms and Conditions are binding upon them.
- You are strongly urged to read these Terms and Conditions before bidding or buying.

Please note all vehicles are accident damaged insurance write off vehicles and they are offered for sale on this basis unless otherwise stated.

Sale Procedures

1. Charlotte Motor Salvage gives notice that it has not used, tested or inspected vehicles sold by us. Many of those vehicles have been damaged and cannot be used without repairs being made. Charlotte Motor Salvage does not know what condition vehicles are in and so far as is permitted by law does not give any assurance, representation or warranty about anything relating to vehicles sold. In particular, but without prejudice to the generality of the previous sentence, Charlotte Motor Salvage transfers only such title as it has in any vehicles sold and does not give any further warranty on ownership or vehicle identity. These terms have been prepared with those facts in mind. It is the purchaser's responsibility to verify the vehicle details are correct (model, year, engine size or past history), and not that of the vendor – Charlotte Motor Salvage. Charlotte Motor Salvage only offers the purchaser guideline descriptions of the vehicles that are sold.

2. Charlotte Motor Salvage shall not be liable in any way in respect of any failure of a vehicle sold by it at auction or direct sale to pass a MOT test / Vehicle Identity Check ('VIC') or any statutory check in relation to vehicle identity, either in addition to a VIC or replacing the VIC. Any such failure does not give the purchaser the right to return the vehicle or to a refund of the purchase price.

3. Charlotte Motor Salvage, not knowing the history of the vehicles sold by it at auction or direct sale, cannot guarantee that the odometer is accurate and purchasers bid / buy on the basis that **no reliance is placed by them on the odometer reading.**

4. Charlotte Motor Salvage shall not be liable for any error, omission, mis-description, unfitness for any particular purpose or lack of merchantable quality whether the vehicle is sold to a primary or subsequent purchaser.

5. Charlotte Motor Salvage has the right to refuse to sell any vehicle at its absolute discretion without explanation or liability.

6. All vehicles are sold on the basis that they are damaged and that such damage forms part of the description of the vehicle whether for use by the primary purchaser or any subsequent purchaser. All photographs and descriptions are only there to aid the purchaser and are not intended to replace a visual inspection in person. The purchaser shall buy the vehicle/s on the basis that the purpose for which the vehicle/s is purchased is for repair or dismantling. It must be repaired and inspected prior to use on the public highway. The buyer hereby acknowledges and agrees that any salvaged vehicle purchased by the buyer shall be purchased in the state and condition that it is in at the time of viewing and/or purchase with ALL FAULTS AND DEFECTS ("AS IS"). The buyer further specifically acknowledges that the salvaged vehicle purchased "AS IS" may be damaged, defective or otherwise unmerchantable and/or of unsatisfactory quality, and upon collection / delivery the buyer fully accepts the vehicle in this condition.

7. Cherished/Personalised plates do not form part of nor are included in any sales transactions, unless otherwise stated.

8. Any variation or waiver of these terms must be in writing and signed by a Partner of Charlotte Motor Salvage.

9. Charlotte Motor Salvage reserves the right to change these Auction / Sale Terms and Conditions as necessary.

The Conduct of the Sale

10. Charlotte Motor Salvage, without giving any reason, may refuse to accept any offer.

11. Whether or not there is a reserve price, Charlotte Motor Salvage may withdraw a vehicle from sale at any time.

Risk and Storage Charges

12. All vehicles parked on Charlotte Motor Salvage premises shall be at the owner's risk and Charlotte Motor Salvage accepts no responsibility whatsoever for any loss or damage howsoever caused.

13. From the time when a vehicle is sold, it remains on Charlotte Motor Salvage premises at the purchaser's risk.

14. If the purchaser has not removed the vehicle from the premises of Charlotte Motor Salvage within 7 clear working days of the auction in which the sale occurred ending, the purchaser shall pay to Charlotte Motor Salvage a storage charge for each day or part of a day thereafter, of £10.00 (inc VAT) per day or part of a day. Where a storage charge has been incurred, the vehicle will not be released until this charge has been paid. If the purchased vehicle is not removed within 20 working days of the auction, the sale will be cancelled and the vehicle re-sold, any money paid will be forfeited.

Payment

15. The balance of the sale price must be paid by cleared cheque, in person by cash, or via an internet bank payment before the vehicle will be released to the purchaser. The maximum cash that Charlotte Motor Salvage will accept is £9,000. The £9,000 limit applies to any single payment or series of payments relating to one or more purchases made by an individual buyer on the same day. The purchaser must pay to Charlotte Motor Salvage any bank or building society special clearance charges relating to all cheques and bankers drafts at standard rates - in cash. The balance must be paid within two working days of the close of auction, unless otherwise agreed by Charlotte Motor Salvage.

16. Until such time as payment is met in full, the vehicle or vehicles remain the sole property of Charlotte Motor Salvage. In the event that a buyer fails to meet full and final settlement, Charlotte Motor Salvage reserves the right to reclaim the vehicle or vehicles without prior warning and withdraw bidder status.

17. From the time that title passes to the purchaser on payment in full for the vehicle, the vehicle shall be at the risk of the purchaser and Charlotte Motor Salvage shall not be liable for any loss occurring to the purchaser, whether by reasons of negligence or any other duty in contract or tort in any other way.

Delivery/Collection

18. The buyer agrees that if a vehicle:

a. is in such a condition either by reason of its construction, the state of its brakes, steering, tyres, lighting equipment, reflectors or any other parts that it is un-roadworthy or cannot otherwise be used lawfully on a road;

b. does not have a valid Department of Transport test certificate or plating certificate or any other certificate required by law, then the buyer shall not use the vehicle on any public highway and shall not remove it from the premises Charlotte Motor Salvage under its own power until it is roadworthy and can be used lawfully on the public highway and/or has all necessary certificates relating to all road traffic acts.

19. Delivery charges will be quoted for and charged separately from the vehicle purchase.

20. Charlotte Motor Salvage's liability in respect of the vehicle/s ceases upon delivery to the customer or on collection of the vehicle by the customer. The vehicle must be registered or a Statutory Off Road Notification (SORN declaration) completed. If the vehicles registration document is available it will be passed to the buyer, if it is not available it will need to be applied for at the buyers expense. All fixed penalty notices or other legal demands after purchase will be the responsibility of the purchaser. Any purchaser who fails to carry out the above requirements will be prohibited from purchasing further vehicles.

Internet Auctions

21. Charlotte Motor Salvage reserves the right to cancel any sale at any time without prior notice. Charlotte Motor Salvage reserves the right to bar any individual from participating in any sale and shall do so at its sole and absolute discretion. Charlotte Motor Salvage will have no liability or obligation to the purchaser as a result of any withdrawal, cancellation or postponement of sale.

Choice of Law and Jurisdiction

22. These terms and conditions are governed by and construed in accordance with the law of England and Wales and are subject to the exclusive jurisdiction of the English courts.