

Terms and Conditions

Revised: December 2022

NOTICE: These terms and conditions (“Terms and Conditions”) contain important legal information and describe the terms and conditions applicable to the SYNETIQ online auction services available at <https://buyer.iaaiuk.co.uk/>. In order to access online auction services provided by SYNETIQ Ltd. (sometimes referred to herein as SYNETIQ, IAA, auctioneer, we, us or our), you must be a registered user and agree to be bound by these Terms and Conditions. IAA in the UK is now a part of SYNETIQ and references to SYNETIQ or IAA refer to the same offerings, terms, and conditions.”

GENERAL TERMS

1. The IAA online auctions website is an online auction venue and trade outlet for primarily salvage or total loss vehicles. Accordingly, prospective buyers are strongly advised to avail themselves to the opportunities given to personally inspect the Lots and/or seek professional guidance before the online auction. No warranty is given in relation to quality, safety or use or any other characteristic regarding the Lots. “Lot” and “vehicle” are interchangeably used herein to refer to vehicles or parts entered for sale.
2. To bid on our facility you agree that you are a trade buyer and as such you agree that it is reasonable that the auctioneer may restrict and/or exclude liability in the manner set out below.
3. Personal and cherished registration numbers do not form part of any Lot unless expressly stated.
4. Bidding is subject to registration, receipt of your registration fee and acceptance of the terms and conditions of usage. You are responsible for all actions taken under your user ID. Your user ID is not transferable, and you should not allow others to use it. The auctioneers reserve the right to terminate or suspend your account at any time and without notice or cause if it is suspected that you have engaged in or have in any way been involved in or linked to any activity which is prejudicial to the auctioneer, this website or proper conduct of an online auction.
5. Any auctions conducted are subject to the Auctions (Bidding Agreements) Act 1927 and Auctions (Bidding Agreements) Act 1969 (where applicable). Copies are available at the auctioneer’s registered office. You may also view the regulations via the HM Stationary Office website.
6. All images/descriptions are the copyright of the auctioneers or the sellers and may not be reproduced without written consent.
7. By submitting a bid, a prospective buyer (sometimes referred to herein as bidder, buyer, you, he/it) agrees to be bound by these Terms and Conditions. It is the responsibility of the prospective buyer to check our Terms and Conditions or any special conditions relevant to the Lot each time they wish to bid or access this website.
8. The auctioneers sell as agents for the seller except where they wholly or partly own any Lot as principal.
9. Where an image of the Lot is available, it merely provides a visual depiction of the Lot and you should not rely upon the image as providing in any way an accurate or full depiction of the state or condition of the Lot whether at the time of sale or at any time after the photograph is published.
10. Bidders for any ABI category B (breakers) Lots are required to produce prior to auction all necessary licenses for the transport and dismantling of the Lot. Such ABI Category B items must NEVER be repaired and must not be re-registered in the UK.

- a. **[UK Buyers]** If you intend to buy a Cat B vehicle you must provide us with proof of an up to date Waste Management License and an EA ATF registration number.
 - b. **[UK Buyers]** Cat B vehicles sold to UK buyers are on the stipulation that the vehicle is broken for spare parts (in line with the current ABI Code of Conduct), the bodysell crushed or destroyed and the necessary Certificate of Destruction issued.
 - c. **[UK Buyers]** Cat B vehicles that are sold to UK buyers must NEVER be repaired and returned to the road. We reserve the right to impose a lifetime ban against you if it is proven that you have contravened this requirement. Additionally, should a Cat B vehicle be repaired, by you or a third party, and returned to the road we reserve the right to repossess the vehicle (at no additional cost to us).
11. All Lots are sold with all faults and imperfections and errors of description. Buyers should satisfy themselves prior to sale as to the origin, description, suitability, age, durability, completeness, operability, mileage, state and condition of each Lot and should exercise and rely on their own judgment as to whether the Lot accords with any description and/or suitability for the buyer's purpose. None of the seller, auctioneers, their servants or agents is responsible for errors of description or for the genuineness or authenticity of any Lot, no warranty is given by the auctioneers, their servants or agents or by any seller to any buyer in respect of any Lot, and any express or implied or statutory conditions or warranties are excluded to the maximum extent permitted in law.
 12. Inspection of the Lot should be made by prior consent of the auctioneers or the seller.
 13. The auctioneers have absolute discretion without giving any reason to refuse or reject any bid, to withdraw any Lot from the auction and in case of dispute to put up any Lot for auction again. No responsibility is accepted by the auctioneers for any loss or costs incurred in respect of any action taken by the auctioneers under this condition.
 14. The seller or the auctioneers may place a reserve price (ie a hidden minimum selling price) on any Lot. The winning bidder must meet or exceed the reserve price and have the highest bid. A bidder has a legal obligation to complete a transaction with the seller if at the end of the auction the bidder is the highest bidder and the bid (ie offer to purchase) has been accepted by the seller (a "successful bid"). Certain sellers may take up to 24 hours to determine a successful bid.
 15. By making a bid the buyer (i) agrees to be bound by these Terms and Conditions; (ii) warrants and represents that he/it has the legal right to do so and that a successful bid will create a legally binding contract; and (iii) has a legal obligation to complete a transaction with the seller if at the end of the auction the bidder is the highest bidder, and the bid is accepted by the seller.

AuctionNow™

16. AuctionNow™. For customers registered with AuctionNow™, the following additional terms apply
17. Once approved, you will be issued an AuctionNow™ user ID and a private password to allow you to bid and purchase Lots Vehicles through the AuctionNow™ and Timed Auctions.
18. System Integrity. You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the AuctionNow™ system or any IAA group of companies web site or any auction being conducted on the AuctionNow™ system or any IAA group of companies web site. You will not take any action that imposes an unreasonably or disproportionately large load on IAA's IT infrastructure.

19. Trade Customers Only. You will not permit non-Trade customers to view the prices of the electronic inventory of Lots on the AuctionNow™ system or to “shoulder surf” (i.e., view the sale) during any AuctionNow™ sale.
20. Manage Offer. Where a Manage Offer occurs in respect of any Lot, a legally binding agreement will arise when an offer or a counteroffer has been accepted by the recipient in respect of the relevant Lot

21. AuctionNow™ Bids

You will be deemed to have tendered an AuctionNow™ bid by selecting or entering the dollar amount of your bid in the appropriate box and selecting the appropriate AuctionNow™ icon confirming your bid. Once an AuctionNow™ bid is made, it cannot be withdrawn.

22. Pre-Bid (sometimes previously referred to as “AutoBid” or “Proxy Bid”)

You will be deemed to have tendered a Pre-Bid by selecting or entering the pound amount of the Pre-Bid in the appropriate box and selecting the corresponding AuctionNow™ icon confirming the price you are willing to pay for a Vehicle. AuctionNow™’s bidding screen or links on same will display additional guidelines advising whether and when a Pre-Bid may be modified, which shall control over these Policies. Once the Online Sale starts and the Vehicle is open for bidding, Pre-Bid will competitively bid in your name until there are no competitors bidding against you or until the pound value submitted as the Pre-Bid is reached. If your Pre-Bid is surpassed, the system will stop bidding on your behalf. Should only one Pre-Bid be placed on a Vehicle, that single bid may be accepted at 70% of the tendered amount. If certain Vehicle information changes after you have submitted your Pre-Bid, the system will automatically remove the Pre-Bid and you will be notified via email. Pre-Bids may be automatically canceled for other reasons, with or without notice to you.

FEES AND PAYMENTS

- a. Immediately when a successful bid is made on-line:
 - i. Where the net value of the vehicle is £100 or less then the full amount plus VAT, if applicable, plus our charges plus VAT will be debited to the buyer’s registered credit/debit card; or
 - ii. Where the net value of the vehicle is £100 – £2499.99 then a non-refundable administration fee of £100 per vehicle will be debited to the buyer’s registered debit/credit card. Where the net value of the vehicle is over £2,500 then a non-refundable administration fee of £250 per vehicle will be debited.
 - iii. Where the net value of the vehicle is between £2,500 to £4,999.99 then a non-refundable administration fee of £250 per vehicle will be debited; or
 - iv. Where the net value of the vehicle is £5,000 or over then a non-refundable administration fee of £500 per vehicle will be debited.

- b. Failure of non-refundable administration fee
 - i. If the non-refundable administration fee cannot be applied, then the bidder's account may be suspended and full payment for the Lot must be received before the account is reactivated.
 - ii. Where there is a change of debit/credit card or you are issued with a new one, it is your responsibility to update the card details on your account. This must be done online and you will be charged a fee of £5.00+VAT .
- c. By prior arrangement with the auctioneer, payment of any outstanding monies for auctions may be made as follows:
 - i. direct bank transfer; or
 - ii. credit/debit card.

RISK OF LOSS, PICKUP

- 23. The ownership of the Lot purchased shall not pass to the buyer until he/it has made payment in full to the auctioneers of the purchase price with cleared funds. Risk in the Lot passes to the buyer as soon as the Lot is sold. You are strongly advised to ensure that adequate insurance is on risk since neither the auctioneers nor their servants or agents shall be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, while any Lot is in their custody or under their control following the sale.
- 24. The buyer shall at his own expense take away the Lot purchased not later than 2 working days following the day of the auction but not before payment has been made, in cleared funds, for the full purchase price. If the Buyer fails to collect the Lot as provided in this clause the auctioneer may store and ensure the Lot pending collection, and the buyer will pay any storage and insurance charges at the auctioneer's then applicable daily rate.
- 25. The auctioneers may accept bids from parties unable to place bids online. The auctioneers accept no responsibility in connection with the commissioning of their staff to bid for any Lots.
- 26. The buyer of any Lot is responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road or elsewhere. Likewise the buyer takes responsibility to comply with all applicable guidelines, regulations and legislation should a vehicle be broken for spare parts or exported. Failure to do so may also mean that a buyer will be banned from future bidding or purchases.
- 27. If any Lot is not paid for in full and taken away in accordance with the above conditions, or if there is any other breach of these conditions, the auctioneers (as the agents of the seller where appropriate) shall in addition to any other rights they may have, be entitled to exercise one or more of the following rights or remedies (notwithstanding that title has not passed), that is to say:
 - a. Forfeit any deposit paid;
 - b. Forfeit of registration fees and terminate your registration or any further attempts to re-register.
 - c. To proceed against the buyer for damages for breach of contract;

- d. To rescind the sale of that or any other Lot sold to the defaulting buyer at the same or any other auction;
 - e. To resell the Lot or cause it to be resold by public auction or private sale. The defaulting buyer shall then pay to the auctioneers any resulting deficiency in the purchase price at the first auction after deduction of any part payment and addition of resale costs. Any surplus shall belong to the seller.
 - f. To charge interest at a rate not exceeding 2% per month on the purchase price to the extent that it remains unpaid for more than 2 working days after the day of the auction;
 - g. To retain that or any other Lot sold to the same buyer at the same or any other auction and release it only after payment of the purchase price;
 - h. To reject or ignore any bids made by or on behalf of the defaulting buyer at any future auction or cancel the defaulting buyer's auction registration or to obtain a non-refundable holding fee for accepting any bids in future;
 - i. To apply any proceeds of sale then due or at any time afterwards becoming due to the defaulting buyer towards settlement of the purchase price
28. Where the buyer has obtained possession of a Lot before payment in full has been made, the buyer acknowledges and declares that he holds the Lot (and each of them) on as mere bailee for the seller/auctioneer (as the case may be) and shall store the Lot (at no cost to the auctioneer/seller) clearly marked to identify it as the auctioneer's/seller's property and grants the auctioneer the right to enter upon any premises where the Lot is located or believed to be located for the purposes of recovering the Lot.
29. The buyer shall pay administration charges comprised of a sale administration fee to the auctioneer's [prevailing rate](#) (plus any VAT) on the Lot's gross purchase price, a site fee (plus VAT) and admin fee (plus VAT)
30. VAT or any other tax on supplies will be charged at the prevailing rate.

NO GUARANTEE OR WARRANTY

31. The auctioneers do not guarantee that with respect to any and all bids submitted/commissioned by telephone, electronic means acceptable to the auctioneers or on-line that such will be conducted fault free or will have continuous operability or service.
32. To the maximum extent permissible in law, in no event shall the auctioneers, nor any of its directors, servants, parents, affiliates, agents or other representatives be liable for any special, incidental, indirect or consequential damages whatsoever, including without limitation damages for loss of profits or any other pecuniary or other loss whatsoever, whether arising in contract, tort (including negligence) breach of statutory duty, or otherwise, arising from or in connection with the website or online auction services, or the use, misuse, or inability to use our website, or otherwise under or in connection with any of these Terms and Conditions.
33. Subject to all indemnities, exclusions and limitations as set out in these Terms and Conditions, the auctioneer's (and its directors, servants, parents, affiliates, agents or other representatives) maximum aggregate liability under or in connection with the website, the online auction services or these Terms and Conditions will in no circumstances exceed the

amount of any sums paid or payable in accordance with the auctioneer's schedule of administrative charges.

34. You shall indemnify and keep indemnified the auctioneer (and its directors, servants, parents, affiliates, agents or other representatives) from and against any and all loss, damage, liability, cost and expense (including legal fees on a full indemnity basis) suffered or incurred by the auctioneer resulting from or in connection with your breach of these Terms and Conditions.

OTHER TERMS

35. No agent or staff of the auctioneers has the authority to vary or agree any variations to these Terms and Conditions.
36. Except as expressly provided herein, these Terms and Conditions are not intended for, nor shall they be for the benefit of or enforceable by any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are specifically excluded.
37. Our current privacy policy covers our use of any information that you provide. In using our services, you acknowledge and agree to be bound by the terms of our privacy policy.
38. The Lots are offered for sale within the UK and these conditions shall be governed by and construed in accordance with English law in the English Courts. All transactions to which these conditions apply, and all connected matters shall also be governed by English law.

PRIVACY

39. We have developed a comprehensive privacy program designed to respect and protect your data privacy rights. Please see our Privacy Notice.
40. For detailed information on the types of cookies we may collect, and to control cookie settings and/or to disallow, delete and otherwise manage the cookies, please see Cookie Policy above for additional information about the different types of cookies used (e.g., strictly necessary, performance, functional, targeting) and your options for settings controls.