



The Specialist Car Buyer LTD

Company number (**SC754456**)

Business Terms and Conditions for Vehicle Introduction Services

(Business-to-Business Dealer Customers Only)



If you are a private individual wishing to sell your vehicle, these terms do not apply to you — they govern the Company's relationship with the trade businesses to which Owners are introduced.

1. Definitions and Interpretation

1.1 In these terms, "the Company", "we", "us" and "our" mean The Specialist Car Buyer Ltd (company number SC754456), whose registered office is at Airbles House, 270 Airbles Road, Motherwell, United Kingdom, ML1 3AT; "you" and "your" mean the business, dealer or company to which the Company introduces Owners, and, where the context allows, includes every Dealer Group Member; "Dealer Group" means you together with any associated, affiliated, parent or subsidiary company operating under the same account with the Company; "Owner" means a private individual who has indicated to the Company a wish to sell a Vehicle and whom the Company introduces to you; "Vehicle" means the motor vehicle owned by an Owner that is the subject of an Introduction; "Introduction" means the Company providing you with an Owner's details and information about their Vehicle for the purpose of enabling you to consider purchasing it; "Service" means the Company's vehicle introduction service; "Advanced Funds" has the meaning given in term 5.2; and "Contract" means the contract between the Company and you for provision of the Service, incorporating these terms.

1.2 References to a statute include any subordinate legislation made under it and any provision that re-enacts, modifies or replaces it.

1.3 These terms apply only to business customers. They do not apply to any Owner, who deals with the Company on separate terms, or to any individual contracting as a consumer.

1.4 The Company is an introducer only. The Company is not a motor dealer, trader, buyer or seller of vehicles. The Company is not a party to, and accepts no liability under, any contract for the sale of a Vehicle concluded between an Owner and you, save as expressly stated in these terms.

2. Nature and Scope of the Service

2.1 The Service consists of the Company introducing to you Owners who have indicated a wish to sell a Vehicle privately, together with such information about the Owner and the Vehicle as the Company holds and is entitled to share.

2.2 The Company does not inspect, value, purchase, own or take title to any Vehicle, and gives no warranty as to its condition, mileage, provenance, roadworthiness, or that the Owner has good title to it or capacity to sell it. Any information passed on by the Company about a Vehicle originates from the Owner and is not verified or endorsed by the Company.

2.3 Any contract for the sale and purchase of a Vehicle is made directly, and exclusively, between the Owner and you. You are solely responsible for satisfying yourself, before agreeing or completing any purchase, as to the Vehicle's condition, ownership, any outstanding finance, and the Owner's right to sell it.



2.4 The Company does not guarantee that any particular Introduction will result in a completed purchase, or that an Owner will complete a sale on the terms discussed, or at all.

2.5 The Company may decline to make, or may withdraw, an Introduction at any time and without giving reasons.

3. Regulatory Compliance

3.1 The Company will carry out Introductions in accordance with applicable regulatory requirements, including, where relevant, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Consumer Protection from Unfair Trading Regulations 2008, the Privacy and Electronic Communications Regulations 2003, and the UK General Data Protection Regulation and Data Protection Act 2018.

3.2 You must, in your own dealings with any Owner introduced to you, comply with all applicable law and regulation, including consumer protection law, any anti-money laundering obligations applicable to your business (including any HMRC High Value Dealer registration required where cash payments are involved), and any requirement to hold appropriate authorisation or licence for activities you carry out, including any regulated credit or finance-related activity.

3.3 Each party is responsible for its own regulatory compliance. Neither party's compliance with its own obligations is warranted by, or a condition of, the other party's obligations under a Contract.

3.4 The Company may request information from you to carry out reasonable due diligence before making or continuing an Introduction, and you must provide this promptly and accurately.

4. Data Protection

4.1 The Company processes personal data relating to Owners, and to your business contacts, in accordance with the UK GDPR, the Data Protection Act 2018, and its Privacy Policy, available on request. All Introductions are carried out in accordance with these requirements.

4.2 The Company and you are each an independent data controller in respect of personal data shared as part of an Introduction. You must handle any Owner's personal data provided to you: (a) only for the purpose of considering and, if appropriate, completing a purchase; (b) in accordance with data protection law; (c) with appropriate technical and organisational security measures; and (d) not for any other purpose, including unrelated marketing, without the Owner's separate consent.

4.3 You must not disclose an Owner's personal data to any third party except as strictly necessary to complete a purchase and must securely delete or dispose of it once it is no longer needed for that purpose, save where you are required by law to retain it.

4.4 If you receive a data subject request, complaint or regulatory notice relating to personal data provided as part of an Introduction, you must notify the Company promptly and cooperate reasonably with any response.



4.5 The Company will only contact Owners for direct marketing purposes in accordance with applicable law, including obtaining any consent required.

4.6 You must not share, transfer, sell or otherwise disclose any personal data or other information provided to you as part of an Introduction to any external third party, organisation or individual outside your own organisation, under any circumstances, without the Company's prior written consent. This restriction is fundamental to these terms. Any breach of this term shall be treated as a material and repudiatory breach of the Contract, entitling the Company, without prejudice to any other right or remedy available to it, to terminate the Service and suspend your account (and, where applicable, your whole Dealer Group's account) immediately and without notice.

5. Fees and Advanced Funds

5.1 The Company may charge an introduction fee in respect of each completed Introduction, at the rate agreed with you from time to time.

5.2 Where agreed with you, the Company may, as a payment facilitation service only and acting as your agent on your instruction, advance funds to an Owner on your behalf in connection with a Vehicle purchase agreed between you and that Owner ("Advanced Funds"). In doing so the Company acts only as you're paying agent; it is not a party to, and does not guarantee, the underlying sale, and does not thereby acquire or transfer any ownership interest in the Vehicle.

5.3 You must reimburse the Company in full for all Advanced Funds, together with any introduction fee and other agreed charges, in accordance with term 6 (Payment Terms).

6. Payment Terms

This term 6 sets out how and when reimbursement and fees must be paid, and the consequences of late payment. It is central to these terms, and you should read it carefully.

6.1 Where the Company advances funds to an Owner on your behalf under term 5.2, you must reimburse the Company in full within 48 hours of the Company making that payment to the Owner ("the Due Date").

6.2 Time for payment is of the essence. All sums must be paid in full, in cleared funds, in pounds sterling, without any set-off, counterclaim, deduction or withholding.

6.3 Interest for late payment. If payment is not received in full by the Due Date, interest shall accrue on the outstanding sum, without further notice, at the annual rate of 4% above the Bank of England base rate from time to time, calculated on a daily basis, from the Due Date until the outstanding sum is paid in full, whether before or after any judgment (or, at the Company's option, interest calculated under the Late Payment of Commercial Debts (Interest) Act 1998, as amended). This interest applies throughout the period from the Due Date up to the 30-day point referred to in term 6.6 and continues to accrue after that point if the debt remains unpaid, in addition to the debt recovery fee set out in term 6.6.



6.4 Temporary suspension for late payment. If full reimbursement has not been received within 7 days of the date the Company or Dealer paid the Owner, the Company may, without further notice and without liability, place your Dealer account (and, where applicable, the account of your Dealer Group) into temporary suspension. While suspended, the Company will not make any further Introductions, advance any further funds, or process any outstanding Introduction, until the account has been brought fully up to date.

6.5 For the avoidance of doubt, interest under term 6.3 accrues throughout the period from the Due Date up to 30 days after the date the Company or Dealer/ Dealer Group paid the Owner and continues to accrue thereafter under term 6.6 for as long as the sum remains outstanding.

6.6 Debt recovery after 30 days. If reimbursement remains outstanding 30 days after the date the Company/ Dealer or Dealer Group paid the Owner, the Company may, without further notice, treat the sum as a formal debt and commence debt recovery action. Where it does so, you shall, in addition to the interest accruing under term 6.3, be liable to pay the Company a debt recovery fee equal to 6% of the total amount then outstanding, together with all reasonable costs and expenses (including legal and third-party collection costs) the Company incurs in recovering the debt.

6.7 The rights in this term 6 are without prejudice to, and in addition to, the Company's rights under term 8 (Suspension, Cancellation and Termination).

6.8 Where you operate as part of a Dealer Group, each Dealer Group Member is jointly and severally liable for sums due under any account operated in the Dealer Group's name, and suspension under term 6.4 may apply across the whole Dealer Group at the Company's discretion.

6.9 Any facility for the Company to advance funds on your behalf, and any credit limit applied to it, is provided entirely at the Company's discretion, is subject to satisfactory references, and may be reduced, varied or withdrawn by the Company at any time without explanation. You authorise the Company to seek, hold and share references as to your financial standing for this purpose.

7. Liability

7.1 Because the Company acts as an introducer only, and is not a party to any sale of a Vehicle, the Company accepts no liability for: (a) the condition, roadworthiness, mileage, provenance or history of any Vehicle; (b) an Owner's title to, or right to sell, a Vehicle; (c) any representation made by an Owner; or (d) the completion, performance or outcome of any transaction between you and an Owner.

7.2 The Company's total liability to you arising out of or in connection with a Contract, whether in contract, tort (including negligence), misrepresentation or otherwise, shall not exceed the total fees paid by you to the Company in the 12 months preceding the event giving rise to the claim.

7.3 The Company is not liable for any loss of profit, loss of business, loss of goodwill, loss of anticipated savings, or other indirect or consequential loss, however arising.



7.4 Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.

7.5 You shall indemnify the Company against any claim, cost or liability arising from your acquisition of a Vehicle from an Owner, including any dispute as to the Vehicle's condition, title, or description, save to the extent caused by the Company's negligence or breach of these terms.

8. Suspension, Cancellation and Termination

8.1 In addition to its rights under term 6, the Company may suspend or terminate the Service to you, and decline to make or continue any Introduction, without liability, where: (a) you fail to pay any sum due under a Contract when it falls due; (b) you become subject to an insolvency event, including administration, liquidation, receivership, a voluntary arrangement, or an inability to pay your debts as they fall due; (c) you materially breach these terms, including term 3 (Regulatory Compliance) or term 4 (Data Protection); or (d) the Company reasonably believes any of the above is likely to occur.

8.2 Where an account is suspended under term 6.3 or this term 8, the Company may withhold any further Introduction and may treat any Introduction not yet completed as withdrawn, without liability to you.

8.3 Either party may terminate the ongoing arrangement for the Service on 30 days' written notice. Termination does not affect any sums already due, or any rights or liabilities accrued, before the date of termination.

9. Force Majeure

9.1 The Company may defer, suspend or reduce the scope of the Service, without liability, if prevented from providing it by any cause beyond its reasonable control, including the acts or omissions of an Owner or a third party, or events preventing the Company from making an Introduction or advancing funds.

10. Anti-Bribery and Anti-Money Laundering

10.1 You must not offer, give, solicit or accept any bribe or improper payment in connection with a Contract or an Introduction, and must comply with all applicable anti-bribery and anti-money laundering laws. The Company may terminate the Service to you with immediate effect for breach of this term, and you shall indemnify the Company against any loss, cost or liability arising from your breach.

11. General

11.1 Notices under a Contract must be in writing. Notices to you may be sent by post to your registered or principal place of business, or by email to the address you have most recently notified to the Company; notices to the Company must be sent by post to its registered office. A postal notice is deemed delivered 2 working days after posting; an email sent before 5pm on a working day is deemed delivered that day, otherwise at 9am on the next working day.



11.2 If any part of these terms is found invalid or unenforceable, it shall be treated as removed and the remainder shall continue in full effect.

11.3 A failure or delay by the Company in enforcing any term is not a waiver of its rights.

11.4 You may not assign, transfer or subcontract any right or obligation under a Contract without the Company's prior written consent.

11.5 No one other than the parties to a Contract (and any Dealer Group Member, where relevant) has any right to enforce its terms.

11.6 These terms and any Contract are governed by English law and subject to the exclusive jurisdiction of the English courts, save that if you are domiciled in Scotland (within the meaning of the Civil Jurisdiction and Judgments Act 1982), the Contract shall instead be governed by Scots law and subject to the exclusive jurisdiction of the Scottish courts.

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