



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 5.3; "Payment Instruction" and "Payment Notice" have the meanings given in term 5.5; "Payment Date" and "Due Date" have the meanings given in term 6.1; "payment run" has the meaning given in term 6.3; "Working Day" means a day other than a Saturday, Sunday or public holiday in Scotland; 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. References to times of day are to UK time.

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 unfair commercial practices provisions of the Digital Markets, Competition and Consumers Act 2024 (which replaced 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.

4.7 No resharing of Introductions. Every Introduction is made to you alone. You must not reshare, forward, pass on, sell, list, advertise or otherwise make available any Introduction, or any part of it (including the Owner's name, contact details or location, the Vehicle's details, registration or photographs, or the fact that the Owner wishes to sell), to any third party, whether or not for payment, without the Company's prior written consent. "Third party" includes any other dealer, trader, buyer, broker, auction, lead-generation business, online marketplace or social media group, and any individual who is not your employee acting in the course of your business. Dealer Group Members may use an Introduction only under the same account and on these terms.

4.8 If you reshare an Introduction in breach of term 4.7: (a) the Company may treat the breach as material and repudiatory and exercise its rights under term 4.6; (b) if the Vehicle is bought, within 90 days after the Introduction, by the third party to whom it was reshared or by anyone who obtained it through that third party, the Introduction shall be treated as completed by you and the introduction fee shall be payable by you under terms 5 and 6 as if you had bought the Vehicle yourself; and (c) you shall indemnify the Company against any loss, cost, claim or regulatory liability arising from the resharing, including any claim by the Owner. Your obligations under terms 4.6 to 4.8 continue after the Contract ends.

5. Fees and Advanced Funds

5.1 The Company charges an introduction fee for every completed Introduction, whether the Owner is paid by the Company on your behalf or by you directly. An Introduction is "completed" when you, or any Dealer Group Member, agree to buy the Vehicle from the Owner, including where the purchase is agreed on different terms from those first discussed, or is agreed within 90 days after the Introduction without the Company's further involvement, or when term 4.8(b) applies.

5.2 Fixed fee, excluding VAT. The introduction fee is a fixed amount for each Vehicle. It is not a percentage of the price you pay the Owner and does not change if that price changes. The fee for each Vehicle is communicated to you separately by email when the Vehicle is offered to you,



together with the Vehicle's details. By proceeding with the Introduction or buying the Vehicle, you accept the fee stated in that email for that Vehicle. All fees are stated exclusive of VAT, which is payable in addition at the rate in force at the time, and the Company will issue you with a VAT invoice for each fee.

5.3 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 your 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.

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

5.5 The Company will only pay Advanced Funds to an Owner after receiving your instruction to do so, given by email or through any other channel the Company agrees, confirming the Owner, the Vehicle and the amount to be paid (a "Payment Instruction"). A Payment Instruction cannot be withdrawn once the Company has paid the Owner. When the Company pays the Owner, it will promptly send you a notice by email confirming the amount paid, the Owner and Vehicle concerned, the date and time of payment, any introduction fee and other charges due, and the account into which payment must be made (a "Payment Notice").

6. Payment Terms

This term 6 sets out how and when fees and reimbursement must be paid, and the consequences of late payment. It is central to these terms, and you should read it carefully. In short: for every Introduction, the Company must be paid on the same day, and in the same payment run, as the Owner is paid.

6.1 Same-day payment for every Introduction. Every sum due to the Company in respect of an Introduction, including the introduction fee plus VAT and any reimbursement of Advanced Funds, must be paid to the Company on the same day that the Owner receives payment for the Vehicle (the "Payment Date"), and must reach the Company's account, in cleared funds, by no later than 11:59pm on the Payment Date (the "Due Date"). This applies to every completed Introduction, whoever pays the Owner, and on every day of the week, including weekends and public holidays.

6.2 Where the Company pays the Owner. Where the Company pays Advanced Funds to an Owner on your behalf under term 5.3, you must pay the Company the full amount of those Advanced Funds, together with the introduction fee and any other charges shown in the Payment Notice, as a single payment by the Due Date.

6.3 Where you pay the Owner directly. Where you, or any Dealer Group Member, pay the Owner directly, you must pay the Company's introduction fee plus VAT in the same payment run as your payment to the Owner, meaning in the same batch of payments or, if you pay the Owner individually, immediately after that payment, and in any event by the Due Date. You must not pay



an Owner introduced by the Company without also paying the Company's introduction fee in that same payment run. You must also notify the Company by email on the Payment Date, confirming the Owner, the Vehicle, the price paid and the date and time of payment, and the Company may ask you for reasonable evidence of the payment to the Owner. If you do not tell the Company that the Owner has been paid, the Due Date remains the day the Owner was actually paid.

6.4 When the Owner receives funds. Where the Company pays the Owner, the Owner is treated as receiving the funds at the time the Company's bank confirms that the payment to the Owner has been sent, as stated in the Payment Notice. If the Company has not sent you a Payment Notice and you have not otherwise been told that the Owner has been paid, the Due Date becomes 11:59pm on the day you receive the Payment Notice or are otherwise told. Where you pay the Owner, the Owner is treated as receiving the funds when you send the payment.

6.5 How to pay. You must pay by Faster Payments or another same-day electronic transfer into the account named in the Payment Notice or otherwise notified to you in writing by the Company, quoting the reference the Company gives you. BACS, cheque or other methods that do not deliver cleared funds the same day are not acceptable unless the Company agrees otherwise in writing. You must keep sufficient funds and daily payment limits available to make same-day payments. The Company will never change its bank details by email alone; you must verify any change by telephone with a known Company contact before paying, and any payment you send to the wrong account because you did not do so will not discharge your obligation to pay the Company.

6.6 Pre-funding. The Company may, at its discretion and for any Introduction, require you to pay the Advanced Funds (and any fee) into its account before it pays the Owner. Where it does so, the Company will not pay the Owner until it has received those funds in full in cleared funds, and will refund any amount it has not used for that purpose within one Working Day if the purchase does not proceed.

6.7 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. You may not delay or withhold any payment to the Company because of any dispute with an Owner about a Vehicle; any such dispute is between you and the Owner under term 2.3.

6.8 Interest and compensation for late payment. If any sum is not received in full within 7 days after the Due Date, the Company will charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, as amended, at 8% a year above the Bank of England base rate (the reference rate set under that Act). Interest accrues daily on the outstanding sum, without further notice, from the 7th day after the Due Date until the sum is paid in full, whether before or after any judgment or decree. In addition, you must pay the Company fixed-sum compensation under that Act for each late invoice, as follows: £40 where the invoice is for less than £1,000; £70 where it is for £1,000 to £9,999.99; and £100 where it is for £10,000 or more. Where the Company's reasonable costs of recovering the debt exceed that fixed sum, you must also pay the difference, as that Act allows.



6.9 Temporary suspension for late payment. If any sum due under this term 6 has not been received in full by the Due Date, the Company may, without further notice and without liability, place your account (and, where applicable, the account of your Dealer Group) into temporary suspension from 9am on the next day. 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, including any interest that has accrued. The Company may also, before reinstating the account, require you to pre-fund future purchases under term 6.6.

6.10 Limit of three outstanding invoices. If more than three invoices issued by the Company to you (or, where applicable, to your Dealer Group's account) are unpaid at any time, whether or not their Due Dates have passed, the Company will not make any further Introductions to you, or advance any further funds on your behalf, until every outstanding invoice, together with any interest and charges due under this term 6, has been paid in full in cleared funds. No Introduction withheld during that period will be offered to you later, and the Company has no liability to you for withholding it. This term applies in addition to term 6.9.

6.11 Debt recovery and enforcement after 14 days. The Company works with a debt recovery and enforcement partner, which includes enforcement agents (bailiffs), to recover money owed to it. If any sum remains unpaid 14 days after the Due Date, the Company may, without further notice, pass the debt to that partner. The partner may contact you to demand payment and may, on the Company's behalf, bring court proceedings for the debt. Once a court judgment (in England and Wales) or decree (in Scotland) has been obtained, it may be enforced against you by enforcement agents or High Court Enforcement Officers in England and Wales, or by sheriff officers in Scotland.

6.12 Recovery charges. Where a debt is passed on under term 6.11, you must pay, over and above the outstanding sum and the interest and compensation due under term 6.8: (a) the charges of the debt recovery and enforcement partner; (b) any enforcement fees and expenses allowed by law; and (c) any court fees and legal costs the Company incurs. You agree that these are reasonable costs of recovering the debt.

6.13 The rights in this term 6 are without prejudice to, and in addition to, the Company's rights under term 7 (Unjust and Unjustified Enrichment) and term 9 (Suspension, Cancellation and Termination).

6.14 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 6.9, and the limit in term 6.10, may apply across the whole Dealer Group at the Company's discretion.

6.15 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. Unjust and Unjustified Enrichment



7.1 Introductions are not gifts. Each Introduction, and any payment of Advanced Funds, is provided by the Company in the expectation of being paid, and never gratuitously or as a gift. You acknowledge that each Introduction gives you a real commercial benefit, namely access to an Owner and a Vehicle you would not otherwise have had, and that you will not argue otherwise.

7.2 When this term applies. This term 7 applies where you, any Dealer Group Member, or any person to whom an Introduction was reshared in breach of term 4.7, receive the benefit of an Introduction or of Advanced Funds, and the Company is not paid in full for it under terms 5 and 6 for any reason. This includes where: (a) no Contract was concluded, or a Contract or any part of it is void, voidable, unenforceable, rescinded, frustrated or terminated; (b) the Vehicle is bought outside the Company's process or in a way designed to avoid the fee; or (c) the Company has paid an Owner on your behalf and has not been reimbursed. This term 7 applies in addition to, and as an alternative to, the Company's contractual rights, and survives the end of any Contract.

7.3 England and Wales: unjust enrichment. Where the law of England and Wales applies, you agree that in each case described in term 7.2 you are enriched at the Company's expense, that the enrichment is unjust (including because the basis on which the Company provided the benefit, being payment in accordance with these terms, has failed), and that the Company is entitled to restitution from you of the value of that benefit.

7.4 Scotland: unjustified enrichment. Where Scots law applies, you agree that in each case described in term 7.2 you are enriched at the Company's expense without legal justification, and that the Company is entitled to reverse that enrichment by any remedy available under Scots law, including recompense for the value of the benefit received, and repetition or restitution of any sums paid by the Company, including Advanced Funds paid to an Owner on your behalf.

7.5 Value of the benefit. You agree that, for the purposes of terms 7.3 and 7.4: (a) the value of the benefit of each Introduction is not less than the fixed introduction fee for that Vehicle notified under term 5.2, plus VAT; and (b) the value of the benefit of Advanced Funds is the full amount the Company paid to the Owner. Interest is payable on those amounts at the rate in term 6.8 from the date the Owner was paid, or, if the Company paid no Owner, from the date you or the relevant person bought the Vehicle.

7.6 Nothing in this term 7 allows the Company to recover the same sum twice. Where a Contract is valid and enforceable, the Company will recover sums due under it as contractual debts, and may rely on this term 7 in the alternative.

8. Liability

8.1 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.



8.2 The Company's total liability to you arising out of or in connection with a Contract, whether in contract, delict or 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.

8.3 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.

8.4 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.

8.5 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.

9. Suspension, Cancellation and Termination

9.1 In addition to its rights under terms 6 and 7, 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, sequestration, 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.

9.2 Where an account is suspended under term 6.9 or this term 9, the Company may withhold any further Introduction and may treat any Introduction not yet completed as withdrawn, without liability to you.

9.3 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, and term 6 continues to apply to any Advanced Funds paid before termination takes effect and to any Introduction made before termination that is completed afterwards.

10. Force Majeure

10.1 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. This term does not excuse or delay any payment you owe under term 6.

11. Anti-Bribery and Anti-Money Laundering



11.1 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.

12. General

12.1 Notices under a Contract must be in writing. Notices to you (including Payment Notices) 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 or by email to the address the Company notifies to you for that purpose. A postal notice is deemed delivered 2 Working Days after posting. A Payment Notice sent by email is deemed received when sent. Any other email sent before 5pm on a Working Day is deemed delivered that day, otherwise at 9am on the next Working Day.

12.2 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.

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

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

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

12.6 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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