

Online Bidding Terms & Conditions

1 Online Service

- 1.1 This Website acts as an online venue to allow Morris Leslie Vehicle Auctions to auction and sell various vehicles (in accordance with applicable law and regulations) and to provide you with the opportunity to bid for and buy such vehicles.
- 1.2 By accessing or using the services you agree to be legally bound by these Terms and Conditions.
- 1.3 We reserve the right to change these Terms and Conditions at any time. Amendments will take effect when posted on the Website. The Terms and Conditions current at the start of a Transaction will apply until that Transaction is completed. Your continued use of the Services after any amendments to the Terms and Conditions shall be deemed to constitute your binding acceptance of such amendments.
- 1.4 We reserve the right to modify or withdraw this Website (or any part) at any time without notice.

2 Participation in the Online Service

- 2.1 You can browse the Website at any time without registering. To use the Services, You are required to register as a member by completing the online "Registration Form" on the Website and submitting it to us by clicking on the "Register" link. You should only register if you qualify for membership. A £500 deposit is required before an online account can be made "live".
- 2.2 The Services are only available to individuals who are aged 18 years and over (and by registering and accepting these Terms and Conditions you represent to us that you are not a minor and can form legally binding contracts under applicable law)
- 2.3 If you are registering on behalf of a business entity, you represent and warrant that you have authority to bind the entity to these Terms and Conditions. Without prejudice to your warranty, we reserve the right to ask you for written authority from the business entity before registering any business.
- 2.4 You agree to ensure that your registration details are up to date and accurate and to update any details when necessary by calling the appropriate office.
- 2.5 You warrant and undertake to us that all the information supplied to us is true and accurate.
- 2.6 We reserve the right in our sole discretion to refuse any application to register and access the Services and to temporarily or indefinitely suspend any registered members.

3 User Name and Passwords

- 3.1 You are solely responsible for keeping your personal user name and password secure and confidential. You should not share, display, disclose or permit your user name or password to be disclosed to any other party.
- 3.2 You are responsible for use of the Services when access to the Services is obtained through the use of your user name and password whether authorised or unauthorised.
- 3.3 You agree not to impersonate any other person or entity or use any false name or use any other person's user name and password to access the Services.
- 3.4 If you believe that your user name and/or password has become known to another person or you are aware of any other breach of security regarding the services, then you must notify us immediately.
- 3.5 You agree and warrant that you will implement and comply with the above procedures. If your username and password is being used by any other party with your knowledge the buyer of the car will not be changed and deemed to be on your account and solely your responsibility to settle outstanding monies.
- 3.6 We reserve the right to withdraw user names and passwords at any time without notice and in our sole discretion including but not limited to where we have reason to believe that such user name and password have been discovered and/or used by any person or organisation other than you.

4 General rules governing bidding and buying

- 4.1 You can only make a bid and use the services if you are registered. You agree to comply with any instructions or notifications posted on the Website from time to time in relation to use of the service.
- 4.2 You are responsible for ensuring that you have sufficient funds to cover the cost of your bid and make payment in accordance with the applicable payment method.
- 4.3 Any bid that you make via this website constitutes a legal offer to buy the vehicle in accordance with our Terms and Conditions and therefore you may not retract a bid.
- 4.4 Morris Leslie Vehicle Auctions are entitled to set applicable minimum bids or reserve requirements and are entitled to change these during the auction period.
- 4.5 Any bid you make will remain open until contact with the seller has been made we reserve the right to automatically extend the time period. This Website does not support the practice known as "sniping" where bidders place bids within the final few minutes of an auction and do not allow other bidders time to respond.
- 4.6 If you bid for an item via the website, you acknowledge and agree that if your bid which is at or above any reserve price or minimum bid and Morris Leslie Vehicle Auctions has confirmed acceptance of your bid, you have entered into a legally binding contract to buy the vehicle.
- 4.7 Morris Leslie Vehicle Auctions have full discretion to refuse to accept your bid or withdraw any lot for whatever reason at any time.
- 4.8 If for whatever reason Morris Leslie Vehicle Auctions is unable to contact you within 48 hours from the closure of the auction and/or there is a problem with your payment of any items, then we will be entitled to offer the items to the next highest bidder, to re-auction the items or dispose of the items by any other means.
- 4.9 You agree to comply with all applicable laws, statutes and regulations concerning your use of the service.
- 4.10 Whilst every effort has been taken to ensure all catalogue information is correct, the vehicle inspection reports are purely Morris Leslie's appraiser's opinion of the vehicle at the point of appraisal, we must express that it is the sole responsibility of the purchaser to satisfy themselves that all the information is correct, CAP and GLASS figures and vehicle inspection reports are for guidance purposes only. Sales catalogues may be changed without prior notification.

5 Payment and collections

- 5.1 All vehicles must be paid for within 48 hours unless prior arrangements have been made with Morris Leslie Vehicle Auctions. Payment can be made by Cash (1% cash handling charge applies), Debit card or Credit card. You can also pay by cheque or bank transfer with prior permission from the Auctioneer, you may be asked to leave the vehicle or vehicles until payment has cleared.
- 5.2 Once payment has cleared, the vehicle or vehicles should be collected within 7 days of the auction unless prior arrangements have been made with Morris Leslie Vehicle Auctions.

These terms and conditions are in addition to our standard term and conditions of trading with Morris Leslie Vehicle Auctions, and applicable law is that of Scotland.