



## Terms and conditions of purchase (Last updated 27/11/2025)

### 1. PURPOSE

These terms and conditions (hereinafter referred to as "Conditions") apply to the purchase by the Buyer and the supply by Dealerzone of used vehicles online via the Dealerzone website (hereinafter referred to as the "Site"). No other terms are implied by trade, customer, practice or course of dealing.

### 2. PUBLICATION AND SITE HOSTING

#### 2.1 Publication

The Site ([www.Dealerzone.co.uk](http://www.Dealerzone.co.uk) and <https://app.dealerzone.co.uk>) is published by:

Dealerzone Limited

Company registration number: 16521535

Registered office at 90 Liverpool Road, Cadishead, Manchester, M44 5AN

E-mail: [helpdesk@Dealerzone.co.uk](mailto:helpdesk@Dealerzone.co.uk)

hereinafter referred to as ("Dealerzone")

#### 2.2 Hosting

The Site is hosted by: Dealerzone

### 3. DEFINITIONS

**Administration Fee:** where applicable, means the administration fee payable by the Buyer in addition to the Sale Price, as specified in the details for the Vehicle on the Site.

**Agreement:** means the agreement between Dealerzone and the Buyer for the sale and purchase of the Vehicles in accordance with these Conditions.

**Automotive Specialist:** means a corporate entity involved in the automotive sector who has thorough and professional knowledge of the automotive market, and in particular the used car market.

**Business Day:** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Buyer:** means any Participant who has received a Notification from Dealerzone and who has paid the Sale Price where applicable.

**Collection Date:** means no later than five Business Days from the date when title to the Vehicle passes to the Buyer

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Conditions: means the terms and conditions set out in this document.

Invoice: means the invoice provided by Dealerzone to the Participant following their confirmation of purchase, detailing the sums due to be paid by the Participant to Dealerzone.

Notification: means the e-mail sent by Dealerzone to the Participant to confirm that the purchase has been accepted.

Participant: means an Automotive Specialist authorised to participate in online sales on the Site.

Request: means the buyer clicking the purchase now button

Sale Price: means the price that shall be paid to Dealerzone by the Participant for whom the purchase request has been accepted and who has received a Notification from Dealerzone.

Site: means the website with URL: <https://www.Dealerzone.co.uk>

VAT: means value added tax chargeable under the Value Added Tax Act 1994.

Vehicles: means one or more vehicles or a batch of vehicles, details of which are set out on the Site.

## 4. PARTICIPANTS

Only Automotive Specialists may participate in using the Dealerzone platform. By accepting these Conditions, the Participant confirms that he is an Automotive Specialist. The Participant warrants that it is trading in the course of business and not as a consumer.

Dealerzone reserves the right to conduct various credit and background checks in order to assess the Participant's financial and legal capacity to fulfil its obligations in accordance with the online sales platform which it could participate.

Any refusal by the Participant to provide the information requested by Dealerzone could lead to Dealerzone's refusal to provide the Participant with access to the Site.

### 4.1 USERNAME AND PASSWORD

Issue by Dealerzone of a Username and Password

Dealerzone will provide each Participant, who has accepted the Conditions and who fulfils the conditions defined in clause 4 above, with a username and a password to access the Site and to participate in online sale events.

In the event of any changes to the Conditions, Dealerzone shall notify the Participant of the change and immediately cancel the username and password issued pursuant to the previous terms and conditions. Each Participant must obtain a new username and password to access the Site and participate in online sales.



Dealerzone reserves the right to, at any time and for any reason, deactivate the username and password for any Participant.

Any password issued to a Participant shall expire after a period of 90 days.

#### 4.2 Confidentiality of Username and Password

The username and password assigned to each Participant, is strictly personal and is to be used at the Participant's own risk. The Participant undertakes to keep the username and password confidential, safe and secure and in particular never to write them down.

The Participant shall not disclose its login details to a third party nor allow any third party to use the Participant's login details to access the Site.

If either the username and/or password is lost or forgotten, the Participant must contact Dealerzone immediately by clicking on the link "Forgotten your password?" in order to receive a new username and/or password.

The Participant may only transact in its own name and on its own behalf.

Any purchase made by an intermediary using the Participant's username and password will be deemed to have been made by the Participant itself.

A Participant shall not be entitled to claim that his username and password have been used by a third party and that the purchase request made to Dealerzone is not valid.

In such an event, the Participant shall have no rights of remedy or compensation against Dealerzone and unless otherwise specifically stated by Dealerzone, all purchases made with the Participant's username and password will be charged in their full amount to the Participant.

## 5 SELECTION OF VEHICLES ON SALE

5.1 Dealerzone will publish on the Site the current list of Vehicles that will be put on sale.

5.2 Dealerzone will have the right to change or remove one or more of the Vehicles put on sale, without having to explain the reasons.

5.3 Dealerzone will publish on the Site a description of the Vehicles put on sale. Dealerzone accepts no liability for accuracy of the information provided.

5.4 At any stage during a sales event, Dealerzone reserves the right, without having to explain the reasons, to change any information relating to the features of each sale, including but not limited to any errors made during input, publication and/or distribution of information.

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## 6. PURCHASING VEHICLES

6.1 The Participant can make a commitment to buy (request) for one or more vehicles. The Participant will have 5 minutes to confirm their purchase/s.

6.2 The request shall only be deemed to be accepted when Dealerzone issues a Notification with an invoice due to be paid immediately as acceptance of the request, at which point the Agreement shall come into existence. Dealerzone is not bound to accept a request.

6.3 Once the participant has confirmed the purchase, the Participant will no longer have the possibility to withdraw it.

6.4 The Participant who has made the request undertakes definitely and irrevocably to pay the Sale Price where its request is accepted by Dealerzone.

6.5 In the event that the request initially accepted by Dealerzone does not result in a completed sale, for example where there is any doubt concerning the identity of the Participant and/or the origin of the funds used for the purchase of Vehicles, Dealerzone in its sole discretion may choose to cancel the sale completely.

## 7. COMPLETION OF SALE

7.1 Notification - On receipt of a request, Dealerzone will send a Notification to the Buyer with an invoice for immediate payment.

7.2 Invoice - Dealerzone shall send an Invoice to the Buyer within 1 Business Day of receipt of the Notification. The Invoice shall detail the Sale Price and vehicle particulars.

## 8. PAYMENT OF THE SALE PRICE

8.1 The Buyer must pay the Sale Price to Dealerzone within 24 hours of receipt of the Invoice. Payment shall be made to Dealerzone's bank account, details of which shall be contained in the Invoice, with the Invoice number quoted as a payment reference. No cash payment shall be accepted.

8.2 Only payments made by the Buyer (natural or legal) as indicated on the Invoice will be accepted. Payments from a person other than the buyer, even if this person is the General Manager of the company, will not be accepted. All payments must be made through a bank account registered in the same country as the Buyer.

8.3 The Sale Price includes VAT (unless the page of the Site which provides details of the Vehicle states that VAT is excluded for that Vehicle). If the Sale Price excludes VAT, the Buyer shall additionally be liable to pay Dealerzone VAT at the prevailing rate, subject to the receipt of a valid VAT invoice.



8.4 If the Buyer fails to make payment of the Sale Price within the requisite time period, Dealerzone reserves the right to withdraw its acceptance of the request, to cancel the sale and to suspend or cancel the Buyer's right of access to the Site without notice.

8.5 If the Buyer fails to make any payment due under the Agreement by the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

## **9. TITLE AND RISK**

9.1 Notwithstanding anything to the contrary in the Conditions, title to the Vehicle shall pass to the Buyer only on payment in full in cleared funds of the total Sale Price. Until title passes, Dealerzone reserves the right to resell the Vehicle without notice to the Buyer.

9.2 The risk of damage to or loss of the Vehicle shall pass to the Buyer on the earlier of (i) payment in full in cleared funds of the total Sale Price; (ii) the Collection Date; and (iii) the date when the Buyer takes possession of the Vehicle.

9.3 The Buyer shall not resell any Vehicle until title to that Vehicle has passed to the Buyer.

9.4 Until title to the Vehicle has passed to the Buyer, if the Buyer is in possession of the Vehicle, the Buyer shall store the Vehicle separately from all other goods held by the Buyer so that they remain readily identifiable as Dealerzone's property; and maintain the Vehicle in satisfactory condition and keep it insured against all risks for its full price.

9.5 Dealerzone may recover any Vehicle in which title has not passed to the Buyer. The Buyer irrevocably licenses Dealerzone, its officers, employees and agents, to enter any premises of the Buyer (including with vehicles), in order to satisfy itself that the Buyer is complying with the obligations under these conditions and to recover any Vehicle in which title has not passed to the Buyer.

9.6 The Vehicle may have been on lease from Dealerzone to a lessee ("Lessee") prior to the sale of the Vehicle from Dealerzone to the Buyer. Where the Buyer is aware of the identity of the Lessee, the Buyer agrees not to sell the Vehicle to the Lessee.

9.7 Once title to the Vehicle has passed to the Buyer, Dealerzone shall notify the DVLA of the change of registered keeper.

9.8 Once title to the Vehicle has passed to the Buyer, it is the responsibility of the Buyer to insure the vehicle and ensure it is recorded on the Motor Insurance Database, and to purchase the appropriate Road Fund Licence for the Vehicle. The Buyer will be solely responsible for any direct or indirect losses that may occur after the transfer of risk, whether or not they are covered by its insurer.

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9.9 Dealerzone sells and the Buyer buys the Vehicle free from all liens, charges and encumbrances, save for any Seller HPI markers. If Dealerzone HPI markers are not cleared on the date of transfer of title, Dealerzone will remove the HPI markers within five Business Days of the date of transfer of title of the Vehicle.

## 10. COLLECTION OF VEHICLES

10.1 Unless it has been agreed that the Vehicles shall be delivered to the Buyer, once title has passed, Dealerzone shall make the Vehicles and records (the MOT certificate (if applicable) and the V5 relating to the Vehicles) available for collection by the Buyer during Dealerzone's usual business hours on the Collection Date at the address for location notified by Dealerzone to the Buyer.

10.2 If the Buyer fails to collect the Vehicles on the Collection Date Dealerzone may charge the Buyer storage costs at a rate of £10 plus VAT per Vehicle per day from the Collection Date until collection has taken place.

10.3 On collection of the Vehicles the Buyer, or its representative, will sign a release note to certify receipt of the Vehicles, the MOT certificate (if applicable) and the V5 relating to the Vehicles and that the Vehicles are in conformity with the sales description. The release note also certifies the date and time of collection of the Vehicles by the Buyer, or its representative.

10.4 After 14 days of Buyer paying the invoice if they have not marked the vehicle as collected on Dealerzone, Dealerzone will automatically do so at its sole discretion therefore deeming the sale completed and no longer to be subject to any claims.

## 11. WARRANTIES AND CLAIMS

11.1 No representation and/or warranty given or implied.

11.2 The details of the Vehicles on the Site are given only for the purposes of identifying the Vehicles and do not make the Agreement a sale by description.

11.3 The Vehicles are sold "as seen". Dealerzone makes no representations and gives no warranties as to the quality, condition, state or description of the Vehicle, or their fitness or suitability for any purpose.

11.4 Dealerzone shall not be responsible for any defects affecting the Vehicle(s), their elements, spare parts, accessories or equipment and all implied statutory or common law terms, conditions and warranties as to the Vehicle are excluded to the fullest extent permitted by law.

## 12. COMPLAINTS PROCESS



12.1 Subject always to the exclusions, restrictions and any limitation of liability contained in the remainder of this clause and/or elsewhere in this Agreement, if the Vehicle does not comply with the Vehicle information described on the Site, the Buyer is entitled to report a complaint towards [helpdesk@dealerzone.co.uk](mailto:helpdesk@dealerzone.co.uk) or 03300439035.

12.2 Any undisclosed damage to body work or interior must be reported to us when on site at the point of collection by calling 03300439035 or emailing [helpdesk@dealerzone.co.uk](mailto:helpdesk@dealerzone.co.uk) and prior to taking the vehicle off-site. For undisclosed mechanical issues, these should be reported to us within 24 hours of collection by calling 03300439035 or emailing [helpdesk@dealerzone.co.uk](mailto:helpdesk@dealerzone.co.uk). Subject to communicating with us first and relative to the mutually agreed procedure thereafter, full claims must be then submitted within three (3) Business Days following the collection of the Vehicle.

12.3 Dealerzone and the Buyer agree that a de minimis claim value of £250 shall apply. Claims with an estimated value of less than £250 shall therefore not be accepted.

12.4 Any claims based on or related to the following items will be not be accepted:

Parts that are considered to be regular maintenance;  
Tyres; Flywheel and shock absorbers where the Vehicle has an odometer reading of 100,000 miles or more;  
Items stated in the inspection report listed on the Site; and all "Fair Wear & Tear".

### 13. SUPPORTING DOCUMENTATION AND CLAIMS HANDLING

13.1 All claims shall be accompanied by supporting documentation, and shall include:

Vehicle information;  
Claim description;  
Proof of transport or pick-up;  
Pictures of the odometer, entire Vehicle with plate or VIN number and two (2) pictures per damage; and  
A cost estimate from an independent professional third party.

13.2 Once all supporting documentation has been provided in accordance with the requirements outlined above, the claim will be handled by the Dealerzone customer service centre within five (5) Business Days and be closed only once a final decision is given to the Buyer.

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13.3 In any case Dealerzone reserves the right during this time to appoint an independent third party to perform a technical inspection in order to verify the validity of the complaint made by the Buyer.

13.4 If the claim is accepted by Dealerzone, Dealerzone will at its sole option: reimburse the Buyer for the amount of the claim within thirty (30) calendar days upon presentation of the corresponding invoice; or issue a credit note in favour of the Buyer.

13.5 The Buyer must not initiate any repairs prior to receiving agreement from Dealerzone that they will cover / contribute to the costs of repair. Dealerzone may request to cancel the sale and take back the Vehicle instead of reimbursing the Buyer at anytime.

13.6 If the amount of the claim is not agreed upon by both parties, Dealerzone reserves the right to cancel the sale. The Buyer shall not be entitled to claim any costs already incurred on or in relation to the Vehicle.

## 14. MANUFACTURER WARRANTIES

14.1 To the extent that the benefit of any warranties made by the manufacturer of the Vehicle to Dealerzone can be assigned to the Buyer, Dealerzone shall, if requested by the Buyer and the Buyer's cost, arrange to assign them to the Buyer.

## 15. TAXATION AND DUTY

15.1 The Buyer shall be liable for all taxation, duties and charges, present or future, relating to the acquisition and/or the ownership of Vehicle(s), as well as any penalty or surcharge linked to any new regulations for the protection of the environment.

## 16. LIMITATION OF LIABILITY

16.1 Nothing in the Agreement shall limit or exclude Dealerzone's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any matter in respect of which it would be unlawful for Dealerzone to exclude or restrict liability.

Subject to this clause:

16.2 Dealerzone shall under no circumstances be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and

16.3 Dealerzone's total liability to the Buyer for all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty,

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or otherwise, shall be limited to an amount equal to the Sale Price for the Vehicle in question.

## 17. CONFIDENTIALITY

17.1 Participants shall treat as confidential all the information, of any nature whatsoever, written or oral, which they could be made aware of in accessing the Site and/or in participating in the online sale events.

17.2 Participants shall not disclose the information to any third party except where the Participant is required to disclose such information by law or by any regulatory or governmental body to which it is subject.

17.3 Buyers shall not communicate the names or details of Dealerzone when re-marketing any Vehicle(s) purchased from Dealerzone. The Buyers also undertake to ensure that all Vehicles are “de-customised” (e.g. removal of any stickers) and that any document or element identifying Dealerzone or the previous users (Lessees in particular) of the Vehicles is destroyed.

17.4 Participants shall not use the names, trademarks and/or logos of Dealerzone as a reference or in any communication or external advertising whatsoever, unless they have Dealerzone’s prior and express permission.

17.5 These confidentiality obligations shall continue in full force and effect notwithstanding termination of any Agreement or that Participants no longer have access to the Site.

## 18. DATA PROTECTION

18.1 Both parties acknowledge that the Participant shall not be processing any personal data on behalf of Dealerzone.

18.2 Each party shall comply with all applicable data protection legislation and with its obligations under any enactment, modification or replacement of such legislation.

18.3 Upon acceptance of these Conditions, the Participants consents to the use by Dealerzone of its personal data (as such term is defined in the applicable legislation) in accordance with the privacy policy available on the Site.

## 19. CONTENT, OBJECTIVE AND SECURITY OF THE SITE

19.1 The Site is a website with interactive services in relation to the automotive market, more specifically in the used car market, and operated from the address [www.Dealerzone.....](http://www.Dealerzone.....)

19.2 The information and results of the interactive services that are offered on the Site may under no circumstances be considered as exhaustive.



19.3 Before making any decision based on such information, Participants should check that it complies with and matches their requirements and objectives.

19.4 The Participant is solely responsible for the use of the interactive services offered on the Site.

19.5 Dealerzone does not guarantee the accuracy, completeness and nature of the information and services provided by said partners via the Site or by any other channel of distribution or marketing.

19.6 Dealerzone reserves the right to include or associate any advertising of its choice within the web pages of the Site in accordance with the applicable laws.

19.7 By accepting these Conditions, Participants acknowledge that they are aware of the possibility of internet failures, especially in terms of security related to the transportation of data, the risk of data transfer, system failure, viruses as well as loss of data.

19.8 Dealerzone shall not be held responsible for any problems accessing or using the Site, and more generally, for any disruption to the internet that could affect the access or use of the Site. Furthermore, Dealerzone shall not be liable for any consequential or indirect losses including loss of profit, revenue, business opportunity and loss of data arising out of or in relation to the use of or access to the Site.

## 20. INTELLECTUAL PROPERTY RIGHTS

All rights relating to the Site, including all terms, conditions, specification, data, procedure and knowhow belongs solely to Dealerzone. All copyright, database rights, design rights, patents, trademarks, service marks, domain names (whether or not the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world belong solely to Dealerzone. Any copying or reproduction is prohibited.

## 21. RIGHTS OF ASSIGNMENT

21.1 The Participant shall not sell, transfer, assign or pledge in any form, in full or in part its rights under the Conditions or the Agreement (including where this may result from any merger or de-merger), without the written consent of Dealerzone.

21.2 The Participant shall notify Dealerzone of any change in the majority shareholding or a change in the shareholding structure of the Participant.

## 22. GENERAL PROVISIONS

22.1 Binding Documents/ Entire Agreement



22.2 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Conditions.

## 23. INDEPENDENCE OF THE PARTIES

23.1 The acceptance of the Conditions herein by a Participant shall under no circumstances have the purpose or effect of creating any partnership to the benefit of the Participant, any joint venture or any employer/employee or franchiser/franchisee relationship.

23.2 Each party undertakes not to do anything that could mislead a third party in this respect, nor to enter into any agreement nor to offer any guarantee in the name of the other party.

## 24. SEVERANCE

24.1 If any provision or part-provision of the Conditions or Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

24.2 If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the parties shall negotiate in good faith in order to substitute the provision with a valid provision that reflects their original intention.

24.3 Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement or Conditions.

## 25. NO WAIVER

25.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

25.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.

## 26. HEADINGS

The headings of the clauses are for information purpose only and do not affect the content or the interpretation of the Conditions. In the event of difficulty of interpretation between one of



the headings and the clauses of the Conditions and its content, then the headings will be deemed redundant.

## 27. INTERPRETATION

27.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

27.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

27.3 A reference to writing or written includes emails.

## 28. GOVERNING LAW AND DISPUTE RESOLUTION

### 28.1 Governing law

The Conditions and the Agreement, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

### 28.2 Dispute resolution

The parties shall act in good faith to reach a settlement out of court in respect of any dispute that arises out of or in connection with the Conditions.

28.3 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or the subject matter or formation of the Agreement (including non-contractual disputes or claims).

**The Participant acknowledges that it has read and understood these Conditions and that it agrees to be bound by all of the provisions.**