

## UNITED CAR SHOP - TERMS AND CONDITIONS

In these Terms and Conditions:

“**United Car Shop**” means United Car Shop Pty Ltd ACN 126 758 969.

“**United Car Shop services**” means the unitedcarshop.com.au website or any other listings advertised by United Car Shop for the listing of motor vehicles, boats, bikes and vehicle parts for sale.

Before using the United Car Shop services you must have read and accepted all of the terms in, and linked to, these Terms and Conditions (**the Agreement**) and the United Car Shop [Privacy Policy](#).

By accepting these Terms and Conditions, you agree that this Agreement and the [Privacy Policy](#) will apply whenever you use the United Car Shop services.

United Car Shop services are only available to, and may only be used by, individuals who can form legally binding contracts. United Car Shop services are not available to persons under 18 years of age. If you do not meet these conditions, you must not use United Car Shop.

### 1. United Car Shop Advertisements

- 1.1 The accuracy of any advertisements is the seller's responsibility. The seller must fully and accurately describe the item including all terms of sale, the product description and ensure photo accuracy. The seller must be legally able to sell any item listed for sale. United Car Shop cannot be held responsible for misleading or misinterpreted listings. United Car Shop strongly suggests no transfer of money or goods without a buyer's personal inspection or that the Buyer appoints an agent to do so on its behalf.
- 1.2 United Car Shop cannot be held responsible for goods not felt to match an advertisement, faulty goods, goods damaged in delivery, death, personal or other injury, property damage or financial loss arising from advertised or purchased goods not limited to vehicles listed on the United Car Shop website or any other listings advertised by United Car Shop.
- 1.3 Company names, URLs or any unnecessary characters are not to be used in the heading. The good has to be described in the ad text - it is not permissible to only link to another page without the prior permission of United Car Shop. The use of search words or keywords within the advertisement text is also not permitted. Only English advertisements are allowed.
- 1.4 When an United Car Shop transaction is complete, the buyer and seller acknowledge that they have entered into a legally binding contract (unless prohibited by law or United Car Shop policies). If the parties do not comply with their obligations, the parties may become liable for breach under applicable laws. United Car Shop is not responsible for enforcing any rights of the aggrieved parties. This is the responsibility of the parties involved.

- 1.5 Advertisements, pictures or wording that United Car Shop feels are racist, religious, inflammatory, sexist, derogatory, discriminatory, or dangerous or used for any other purpose other than the United Car Shop ethos, can be withheld or removed without consultation. The appearance or nonappearance of advertisements will remain at the discretion of United Car Shop. If you feel an advertisement is in any way discriminatory then please email us at:

[info@unitedcarshop.com.au](mailto:info@unitedcarshop.com.au)

- 1.6 There can only be one item per advertisement and advertisements cannot be repeated.

## **2. Fees**

- 2.1 United Car Shop may charge fees for using the United Car Shop services and such fees will be based on the United Car Shop fee schedule, which may change from time to time.
- 2.2 The seller is responsible for paying all fees and applicable taxes associated with United Car Shop services in a timely manner, with a valid payment method.
- 2.3 By listing an item on the United Car Shop website, the seller agrees' to pay the fees for the listing, assume full responsibility for the content of the listing and item offered, and accept all United Car Shop terms and conditions.
- 2.4 If the vehicle is sold via Ebay listings, the Seller agrees to additionally pay 9.9% of the sale price of the vehicle (capped at \$250).

## **3. Prohibited items**

United Car Shop prohibits the advertising, selling or exchanging of goods other than motor vehicles, boats, bikes and vehicle parts. Prohibited items include the sale of scrap metal or such other items which, in the reasonable opinion of United Car Shop, are inappropriate, offensive or do not fit with the United Car Shop services.

## **4. Interference**

You must not:

- distribute viruses or any other technologies that may harm United Car Shop or the interests of United Car Shop users;
- copy, modify or distribute rights or content from the United Car Shop services or copyrights and trademarks;
- circumvent or manipulate our fee structure or fees owed to United Car Shop;
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes.

## **5. Information control**

United Car Shop cannot guarantee any unauthorised use and cannot be held responsible for any actions arising as a result of the misuse of any personal information (for example email address, location or telephone contact) by third parties that the seller provides in any advertisement.

## **6. Changes in Policy**

6.1 United Car Shop members may receive information from United Car Shop regarding any change in United Car Shop policies, means of site usage or the occurrence of special United Car Shop offers.

6.2 United Car Shop reserves the right to change any fees or policies from time to time.

6.3 It is the responsibility of the buyer and seller to ensure that they are familiar with changes to United Car Shop policies.

## **7. United Car Shop Pick up, exchange and payment**

7.1 While using United Car Shop services, you will not:

- fail to deliver payment of items purchased by you, unless the seller has materially changed the item's description or you cannot authenticate the seller's identity; or
- fail to deliver items purchased from you, unless the buyer fails to pay the agreed sum or you cannot authenticate the buyer's identity.

7.2 The buyer and seller acknowledge and agree that United Car Shop is not otherwise involved in the transactions and has no control over the description, accuracy or quality of the items. United Car Shop cannot ensure and does not guarantee that a transaction will be completed. United Car Shop is not an auctioneer.

7.3 United Car Shop advises that, where possible, the buyer should confirm the ownership of the vehicle, arrange an inspection of the vehicle (including any roadworthy certificate and appropriate vehicle testing), and undertake searches and investigations to confirm that the vehicle has not been stolen or written off and is unencumbered.

7.4 United Car Shop suggests that the buyer pay for goods by PayPal. Sellers must state clearly in their listing which payment methods they accept.

7.5 United Car Shop advises that no goods be released to a buyer until the seller receives payment.

## **8. Release and indemnity**

8.1 United Car Shop disclaims all liability for any loss or damage (actual, direct, indirect and consequential) of every kind and nature to the extent permitted by law arising out of or in connection to the transaction.

8.2 United Car Shop does not accept any liability in respect of involvement in any mediation, arbitration, tribunal hearing, court proceeding or other proceeding with the buyer or seller arising out of or in connection to the transaction.

8.3 The parties agree that United Car Shop may plead this agreement in bar to any claim, action, proceeding or suit brought by the buyer or seller against United Car Shop for any matter arising out of or in connection to the transaction.

8.4 The buyer and seller agree to indemnify United Car Shop and its respective officers and directors and all agents, servants, contractors, employees and related entities against any and all claims, demands, proceedings, losses and damages (actual and consequential) of every kind and nature including legal fees, made by any third party arising out of any breach of this agreement by the buyer or seller or any violation of any law or the rights of a third party.

## **9. GST Policy**

9.1 Items bought and sold using the United Car Shop services may be subject to goods and services tax (GST). United Car Shop strongly suggests that buyers and sellers contact the Australian Taxation Office or their taxation advisor for information on GST, including whether any GST component is to be included in the price of the item.

9.2 All listings on the United Car Shop website are considered to be GST inclusive, where GST is applicable to the transaction.

## **10. Breach**

10.1 Without limiting any other remedies available to United Car Shop at law, in equity or under this agreement, United Car Shop may, in its sole discretion and without notice to the buyer or seller, issue a warning, restrict activities, delay listing any item, end any shipping engagement and recover any legal fees and costs if the buyer or seller breaches this Agreement.

10.2 A breach may include, but is not limited to, breaching any of United Car Shop policies in any way, or failing to pay any fees or charges to United Car Shop, or if United Car Shop believes that any actions may cause loss or damage or harm to any users of the website or third parties, or if United Car Shop reasonably believes that any of the information and any advertisement is inappropriate, offensive in nature or misleading or inaccurate.

## **11. No warranty**

United Car Shop services are provided on an 'as is' basis and without any warranty or condition (express or implied). To the extent permitted by law, United Car Shop disclaims any implied warranties as to title, fitness for a particular purpose and quality. Consumers (as defined by the Australian Consumer Law) may be entitled to certain warranties. For more information, the buyer should contact the ACCC or the State Consumer Protection Agency.

## **12. Notices**

Except as otherwise stated, any notice to be given to United Car Shop must be given by registered post addressed to United Car Shop at PO Box 303, Maroochydore, Queensland 4558 or by email to [info@unitedcarshop.com.au](mailto:info@unitedcarshop.com.au) . Any notice sent by post shall be deemed to have been served 2 days after the posting thereof and if sent by email, 24 hours after the email is sent, unless the sending party is notified that the email address is invalid.

**13. Licence**

The seller agrees to grant to United Car Shop a non-exclusive, perpetual, irrevocable and royalty free licence in the information provided to United Car Shop in relation to the goods listed, which is needed by United Car Shop to use and display the seller's advertisement. United Car Shop has a Privacy Policy which applies to all users and forms part of this Agreement. The buyer and seller must read and accept our Privacy Policy upon entering the site and will continue to be bound by its provisions.

**14. No agency**

No agency, partnership, joint venture, employee/employer, franchisor/franchisee or other relationship is intended to be or is created by this Agreement. The seller and buyer have no authority to bind United Car Shop to any transaction.

**15. Jurisdiction and General Provisions**

- 15.1 This agreement will be governed in all respects by the laws of the State of Queensland, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.
- 15.2 The provisions of this agreement are severable and if any provision is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced.
- 15.3 This Agreement may be assigned by United Car Shop to a third party without the consent of the buyer or seller in the event of a sale or other transfer of some or all of the assets of United Car Shop.