

# SELL YOUR CAR | TERMS AND CONDITIONS

## 1. BACKGROUND

By completing the request form on the linked page (“Sell Your Car Request Form”), you confirm that you wish for us to provide an online valuation of Your Vehicle. After passing an inspection at a premises nominated by Us, we may complete the purchase of Your Vehicle or accept it for a trade-in (‘Sell Your Car Service’), as governed by these Terms and Conditions.

## 2. DEFINITIONS

In these Terms and Conditions, except where the context otherwise requires:

- (a) “we”, “our” and “us” means MHPL Investment Pty Ltd group of companies and its related entities and subsidiaries;
- (b) Online Valuation means the estimated price that we may pay you for your Vehicle as determined under clause 4;
- (c) On-Site Inspection means our inspection of the Vehicle at a time and place mutually agreed between you and Us;
- (d) ‘Security Interest’ means a security interest registered pursuant to the Personal Property Securities Act 2010.
- (e) Offer to Purchase means an offer by Us to purchase your Vehicle for the price determined by us following the On-site Inspection;
- (f) Vehicle means the vehicle described in the Sell Your Car request form;
- (g) “you”, “your” means the person who completes the Sell Your Car Service Request Form.

## 3. CAPACITY TO SELL

(a) To be eligible to use the Sell Your Car Service you must:

- (i) be aged over 18 years; and
- (ii) be the registered owner of the Vehicle, or have consent in writing from the registered owner, or a valid power of attorney to sell the Vehicle.

(b) By submitting a Sell Your Car Request Form, you:

- (i) represent & warrant to us that all the information provided by you is complete and accurate;

(ii) you acknowledge that you are the sole registered owner of the Vehicle.

#### **4. ONLINE VALUATION**

(a) Upon receipt of the Sell Your Car Request Form, we will provide you with an estimate of the value that we may pay you for your Vehicle ('Online Valuation').

In providing this estimate, we will assume that your Vehicle:

(i) has full valid Vehicle registration, valid for at least 6 months from the date of inspection;

(ii) Is in very good condition with no mechanical, electrical, structural or aesthetic defects or damage;

(iii) Is not a used import;

(iv) Is fitted with an accurate working odometer that has not been tampered with;

(v) is fitted with the original odometer and engine;

(vi) If older than 7 years, the vehicle has traveled the equivalent of 20,000 km per year or less;

(vii) Is not registered on the Written Off Vehicle Register or declared stolen;

(viii) has no damage and has not been immersed in water;

(ix) has no non-factory approved parts, or non-genuine paint or color.

(b) Your estimated online value is also adjusted based on (but not limited to) the information provided by you regarding the following;

(i) the number of working keys;

(ii) service history and service logbooks;

(iii) overall vehicle condition (inc. windscreen)

(iv) mechanical condition (inc. any dash warning lights)

(v) this can vary based on the make and model of the vehicle.

**(b) The Online Valuation:**

(i) is an estimated market value of your car based on sales data aggregated through leading industry data analytics and the information you submitted via our website.

(ii) is an indicative guide as to value only, based on what you tell us about the vehicle, and our assumptions,

(iii) is not a price at which we are bound to purchase the vehicle, or a final offer to buy the vehicle.

**5. INSPECTION AND OFFER**

(a) You must accept the Online Valuation and book an On-Site Inspection of your vehicle. The On-Site Inspection must be carried out before we will finalise our offer to buy the vehicle.

(b) at the On-Site Inspection, you must:

(i) provide us with internal and external access to the Vehicle;

(ii) provide us with documents showing that you own the Vehicle, or have the authority to deal with the Vehicle;

(iii) bring all sets of the Vehicle's keys, the service history/log book and proof of current registration and any other relevant documents; and

(iv) if the Vehicle is subject to finance, provide us with a letter from your lender showing the current outstanding payout balance and agreeing to release any Security Interest upon payment of that balance.

**6. OFFER TO PURCHASE**

(a) At the On-Site Inspection, we will conduct a valuation of your Vehicle and may provide an Offer to Purchase your Vehicle. The decision as to whether to make an Offer to Purchase your Vehicle is entirely at our discretion.

(b) Circumstances in which we may choose not to make an Offer to Purchase include but are not limited to:

(i) where we do not have sufficient data to accurately calculate the value of your Vehicle;

(ii) if your Vehicle has over 150,000km on the odometer;

(iii) if your Vehicle is over 10 years old;

- (iv) if your Vehicle has been modified in any way;
- (v) if your Vehicle has warning lights displayed on the dashboard;
- (vi) if your Vehicle has been in a major accident; or
- (vii) if your Vehicle has been declared stolen or written off.

(c) An Offer to purchase is usually valid for 7 days from the time it is provided to you. Notwithstanding anything else in this agreement, an offer to purchase may be withdrawn prior to any contract of sale being signed due to factors including, but not limited to, changing market values of vehicles and stock levels.

(d) The Offer to Purchase is based on our physical inspection of the Vehicle and may differ to the Online Valuation for reasons including, but not limited to, because the Vehicle is found to have different particulars to those assumed by us at the time of the Online Valuation.

(e) The Offer to Purchase may only be accepted by formal execution of a contract of sale for the Vehicle between us. You acknowledge and agree that:

(i) these Terms and Conditions do not form an agreement for us to purchase your Vehicle or accept it for trade-in; and

(ii) The Offer to Purchase is provided on a strictly “subject to contract” basis and we have the absolute right to withdraw the Offer to Purchase at any time without legal consequence or liability to us.

(f) If at any time we discover that any of the information you have provided is not true or not accurate, we reserve our right to withdraw the Offer to Purchase. We are not obliged to make a revised Offer to Purchase your Vehicle.

## **7. SETTLEMENT OF SALE**

(a) Upon the settlement of the sale of your Vehicle you must provide:

- (i) All of the Vehicle’s keys (master/s and copies);
- (ii) The Vehicle’s current registration certificate and proof of ownership documentation;
- (iii) The Vehicle’s service history, owners manual & service books;
- (iv) Any accessories;
- (v) 100 points of ID including at least one (1) photo ID; and
- (vi) Your bank account name, BSB and account number.

(b) You must ensure that you have removed your personal belongings from the Vehicle prior to final sale. Any personal belongings which remain with the Vehicle after the Contract is made become our property to dispose of or sell at our sole discretion.

(c) If your Vehicle is subject to finance, and your Vehicle value is equal to or greater than the payout amount, we will make payment of the outstanding payout balance to your lender. We will then make payment to you of the balance, if any.

(d) Payment to you will be by direct credit to a bank account nominated by you, or by bank cheque.

## **8. INDEMNITY**

To the extent permitted by law, you agree to indemnify and hold us harmless from and against any and all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against us or which we may pay, sustain or incur as a direct or indirect result of or arising out of:

(a) the Vehicle not being in a roadworthy condition or registered;

(b) any loss or damage caused by you to:

(i) the premises where the Inspection occurs or any other property at that location

(ii) any person at the Inspection; or

(iii) Motorama or any of its entities; and

(c) any failure by you to comply with your obligations under these Terms and Conditions or as required by law;

except to the extent caused by our wilful default or negligence.

## **9. LIABILITY**

(a) To the extent permitted by law, we will not be liable for:

(i) any act or omission including any refusal by us to purchase your Vehicle or to make you an Offer to Purchase;

(ii) any loss, damage, cost, expense, personal injury or death to you, or any third party arising out of the Inspection or your failure to comply with these Terms and Conditions; or

(iii) the security of the Vehicle or any damage to the Vehicle incurred before, during or after the Inspection.

(b) By using the Online Valuation Service, you represent and warrant that all information provided by you in relation to your identity and the Vehicle is true and accurate.

(c) The Terms and Conditions apply in addition to our website terms and conditions and privacy policy, as updated from time to time.

(d) These Terms and Conditions are governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of those courts.