AutoCircle
Vehicle Sales Service Terms & Conditions

Public-facing service terms | Effective September 2026

IMPORTANT: These Terms apply together with the written Service Agreement or engagement confirmation accepted before AutoCircle starts work. Bespoke commercial terms in that agreement take priority where they conflict with these Terms.

1. About these Terms

These Terms govern vehicle sales agency and facilitation services provided under the AutoCircle trading name (the "Service"). "Client" means the owner or authorised seller commissioning the Service. "Service Agreement" means the signed order form, engagement letter, electronic acceptance or other written confirmation recording the instruction and Agreed Fee.

Unless the Service Agreement expressly states otherwise, AutoCircle acts as an intermediary or agent in connection with the sale and does not itself purchase the vehicle from the Client or take title to it. The ultimate sale contract will normally be between the Client and the buyer.

2. Contract and order of precedence

The contract between AutoCircle and the Client consists of the Service Agreement and these Terms. If there is an inconsistency, the Service Agreement takes priority for the specific instruction. Any variation must be agreed in writing.

3. Authority to act

The Client authorises AutoCircle, within the agreed scope, to prepare and market the vehicle, communicate with prospective buyers, arrange viewings or inspections, discuss the vehicle, receive and communicate offers, and negotiate commercial terms subject to any limits set by the Client.

AutoCircle may not conclude a binding sale on the Client's behalf unless the Client has expressly authorised it to do so. The Client retains the final decision whether to accept an offer unless the Service Agreement provides a specific authority otherwise.

4. Client warranties and disclosure

The Client confirms that the Client owns the vehicle or has full authority to sell it and will provide complete and accurate information reasonably requested by AutoCircle. The Client must disclose all material information known to the Client that could reasonably affect a buyer's decision, including where applicable:

- outstanding finance or other third-party rights;
- recorded or known accident damage and significant repairs;
- known mechanical, electrical, structural or safety defects;
- material modifications;
- mileage discrepancies or uncertainty;
- import/export status, category markers or material provenance issues;
- missing keys, documents, service history or equipment; and
- any other fact that would make a description or representation about the vehicle misleading if omitted.

The Client must promptly correct information that becomes inaccurate. AutoCircle may refuse or stop an instruction where it reasonably believes information is misleading, the Client lacks authority to sell, or continuing would create legal or reputational risk.

5. Appraisal, pricing and marketing

AutoCircle may provide a suggested asking price or pricing strategy based on available market information. Any valuation or pricing guidance is an opinion, not a guarantee of sale price or timescale. The Client sets or approves the asking price and any minimum acceptable price.

AutoCircle may create or arrange photographs, descriptions, listings and other marketing materials. The Client must review any material information AutoCircle asks the Client to verify. AutoCircle may amend presentation or advertising to keep it accurate, compliant and commercially appropriate.

6. Vehicle availability, condition and access

The Client must keep the vehicle reasonably available for agreed photography, viewings, inspections, test drives and handover. The Client must keep the vehicle in substantially the condition represented and tell AutoCircle promptly about any damage, warning lights, faults, mileage increase or other material change.

Arrangements for possession, storage, keys, insurance and test drives will be as stated in the Service Agreement or otherwise agreed in writing. Unless AutoCircle expressly accepts custody of the vehicle, responsibility for its safekeeping remains with the Client.

7. Prospective buyers and test drives

AutoCircle may make reasonable enquiries about prospective buyers and coordinate viewings or test drives, but cannot guarantee a person's identity, intentions, creditworthiness or conduct. The parties will agree any specific test-drive, insurance or supervision requirements before a test drive takes place.

8. Offers and negotiation

AutoCircle may communicate and negotiate offers within parameters agreed with the Client. Unless expressly authorised otherwise, an offer is not accepted and no sale is binding until the Client has approved it and any required sale documentation or buyer contract has been completed.

9. Fees and payment

AutoCircle's current standard sales fee is 5% of the vehicle sale price, subject to a minimum fee of £395. However, fees may vary by instruction. The fee stated in the Service Agreement (the "Agreed Fee") is the fee payable for that instruction and prevails over standard or advertised pricing.

Unless the Service Agreement states otherwise, the Agreed Fee becomes earned when a binding sale is agreed with a buyer introduced, sourced, engaged or negotiated through AutoCircle, and is payable no later than completion of that sale. The Client is also responsible for third-party costs expressly approved by the Client.

AutoCircle will not change the Agreed Fee after commissioning unless the Client agrees the change in writing.

10. Introduced buyers and direct sales

The Client must not deliberately bypass AutoCircle to avoid the Agreed Fee. If, during the engagement or within 90 days after it ends, the Client or a connected person sells the vehicle to a buyer first introduced, identified or materially engaged through AutoCircle, the Agreed Fee remains payable unless the Service Agreement states otherwise.

This does not prevent direct communication between the Client and a buyer where appropriate; its purpose is to preserve the agreed fee where AutoCircle's work has led to the transaction.

11. Exclusivity and withdrawal

The Service is exclusive only if the Service Agreement expressly says so. During an agreed exclusive period, the Client must not appoint another agent or independently advertise or sell the same vehicle contrary to the agreed exclusivity without AutoCircle's written agreement.

The Client may withdraw the vehicle from sale by written notice, subject to any minimum term, withdrawal charge, approved third-party cost or fee already earned under the Service Agreement. AutoCircle may suspend or withdraw marketing where the vehicle is unavailable, materially different from its description, unsafe to demonstrate, or where continuing the instruction would be unlawful or materially misleading.

12. Outstanding finance and settlement

The Client must disclose any outstanding finance or security. The Client remains responsible for ensuring it is validly settled and that the buyer receives good title. AutoCircle may help coordinate settlement information but does not guarantee a finance provider's figures, processes or timing.

13. Buyer funds, deposits and completion

The Service Agreement or transaction documentation will specify how deposits, purchase funds and the Agreed Fee are to be handled. Unless expressly agreed otherwise, purchase funds should pass directly between buyer, Client and any finance provider as appropriate.

The Client must not release the vehicle, keys or original ownership documents until cleared funds and any finance settlement arrangements have been satisfactorily confirmed. Each party remains responsible for checking payment instructions before transferring substantial funds.

14. The underlying vehicle sale

Unless AutoCircle is expressly named as the seller in separate documentation, AutoCircle is not the seller of the vehicle. The Client is responsible for the truth and completeness of statements the Client makes or approves about the vehicle and for obligations that apply to the Client as seller.

AutoCircle does not give the Client legal advice about the Client's status or obligations as a private or trade seller. If the Client sells vehicles in the course of a business, additional consumer law obligations may apply and the Client should obtain appropriate advice.

15. Cancellation and ending the Service

Either party may end the engagement by written notice, subject to the Service Agreement and any accrued rights. Ending the engagement does not remove liability for fees or approved third-party costs already earned or incurred, including where an introduced buyer later completes a purchase within the period stated in clause 10.

If the Client is a consumer and the Service contract is concluded at a distance or off-premises, statutory cancellation rights may apply. Where the Client asks AutoCircle to begin work during a statutory cancellation period, AutoCircle will obtain any express request or acknowledgement required by law. If the Client then validly cancels, the Client may be required to pay a proportionate amount for services supplied up to cancellation where the law permits.

16. AutoCircle's standard of service

AutoCircle will perform the Service with reasonable care and skill. AutoCircle does not guarantee that the vehicle will sell, that a particular price will be achieved, or that a sale will complete within a particular time unless expressly agreed in writing.

17. Liability

Nothing in these Terms excludes or restricts liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any consumer right that cannot lawfully be excluded.

Subject to the paragraph above, AutoCircle is responsible for loss that is a reasonably foreseeable result of AutoCircle's breach of the contract or failure to use reasonable care and skill. AutoCircle is not responsible for losses caused by inaccurate or withheld information from the Client or a third party, a buyer's breach or failure to complete, market movements, or circumstances outside AutoCircle's reasonable control, except to the extent AutoCircle is legally responsible for that loss.

If the Client commissions the Service wholly or mainly for business purposes, AutoCircle will not be liable for loss of profit, revenue, business, opportunity or anticipated savings, and AutoCircle's aggregate liability arising from the instruction will, to the fullest extent permitted by law, be limited to the greater of the Agreed Fee paid or payable for that instruction and £1,000.

18. Consumer rights

Nothing in these Terms affects a Client's mandatory statutory rights. Where the Client is a consumer, AutoCircle's Service must be provided with reasonable care and skill and contractual terms cannot remove rights that the law makes non-excludable.

19. Complaints

If the Client is dissatisfied, the Client should contact AutoCircle promptly using the contact details in the Service Agreement or on AutoCircle's website, explaining the issue and the outcome sought. AutoCircle will aim to investigate and respond within a reasonable time.

20. Data and communications

AutoCircle may use Client information as reasonably necessary to provide and market the Service, communicate with prospective buyers and relevant providers, administer the engagement, comply with legal obligations and protect legitimate business interests. Personal data will be handled in accordance with applicable data protection law and AutoCircle's privacy information.

21. General

The Client may not transfer the contract to another person without AutoCircle's written agreement. AutoCircle may use suitable subcontractors or third-party providers while remaining responsible for its own contractual obligations. If any provision is found unenforceable, the remaining provisions continue in effect. A delay in enforcing a right does not waive that right.

22. Governing law

These Terms and the Service are governed by the law of England and Wales. If the Client is a consumer resident elsewhere in the United Kingdom, the Client retains any mandatory protections and rights to bring proceedings available under applicable law. For business Clients, the courts of England and Wales have exclusive jurisdiction.