

# T H E R E C L A I M E D company

## DRIVEN — THE MOTORS SECTION

*Vehicle Listings | Provenance | Digital Garage | Auctions | Timeline Tracker*

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### 1. Introduction and Application

These Driven Terms and Conditions ('Driven Terms') govern all use of the Driven section of The Reclaimed Company platform, accessible at [thereclaimedcompany.com/driven](https://thereclaimedcompany.com/driven) ('Driven'). Driven is a dedicated section specialising in the listing, auctioning, and private sale of motor vehicles, motorcycles, classic cars, commercial vehicles, project vehicles, and related automotive items ('Vehicles').

These Driven Terms apply to all users of Driven, including sellers, buyers, and bidders, and should be read in conjunction with The Reclaimed Company's overarching Platform Terms, Seller Listing Terms, Auction Terms and Conditions, Platform Fee and Commission Schedule, Data Protection Policy, Dispute and Resolution Policy, and Right to Remove Policy, all of which remain in full force in relation to your use of Driven.

**CRITICAL: The Reclaimed Company and Driven operate as a technology middleware platform and marketplace facilitator ONLY. We are not a dealer, auctioneer, agent, finance broker, warranty provider, or party to any vehicle sale. We accept no responsibility for any aspect of any vehicle transaction, including but not limited to provenance, condition, mechanical integrity, legal title, outstanding finance, MOT status, or compliance with road traffic legislation.**

### 2. Driven — Middleware Platform Status and Exemptions

#### 2.1 Technology Facilitator Only

Driven is a technology platform that connects private sellers, dealers, and trade vendors of motor vehicles with prospective buyers. We provide the infrastructure — listing tools, Digital Garage records, auction mechanics, messaging, timeline tracking, and commission collection — but we are in no way a party to, or responsible for, the transaction itself.

#### 2.2 Not a Motor Trader

The Reclaimed Company is not a motor dealer, motor trader, or vehicle dealer within the meaning of the Road Traffic Act 1988, the Consumer Rights Act 2015, or any other applicable legislation. We do not buy, sell, own, possess, transfer, or handle any vehicle listed on Driven at any point.

### 2.3 Not an Auctioneer

Where vehicles are offered via the Driven auction facility, The Reclaimed Company is not the auctioneer. We provide the technological platform through which the auction is conducted. The auction contract of sale is formed directly between the Seller and the winning Bidder.

### 2.4 Full Exemption from Liability

To the fullest extent permitted by applicable law, The Reclaimed Company shall not be responsible or liable for:

- The accuracy, completeness, or truthfulness of any vehicle listing, description, photograph, or specification;
- The mechanical condition, roadworthiness, or safety of any vehicle;
- The accuracy or completeness of any provenance information, service history, or mileage data;
- Any outstanding finance, hire purchase, lease, or other encumbrance on any vehicle;
- Any stolen vehicle status, whether recorded or unrecorded;
- Any misrepresentation made by a Seller, whether innocent, negligent, or fraudulent;
- The legal title of the Seller to sell the vehicle;
- Any failure of the vehicle to comply with DVLA registration requirements;
- Any failure of payment, delivery, or handover arrangements made between Buyer and Seller;
- Any loss, damage, theft, or deterioration of any vehicle in transit or during handover;
- Any dispute between Buyer and Seller regarding any aspect of the transaction.

### 2.5 Buyer's Sole Responsibility to Verify

Every Buyer is solely responsible for conducting all due diligence before bidding or purchasing, including arranging an independent HPI check, arranging an independent mechanical inspection, verifying the vehicle's MOT and tax status via gov.uk, verifying the Seller's legal title, satisfying themselves as to condition and specification, and reviewing all information in the Driven Digital Garage record — which is compiled from seller-submitted data and is NOT independently verified by us.

**THE DRIVEN DIGITAL GARAGE CONTAINS SELLER-SUBMITTED DATA ONLY. THE RECLAIMED COMPANY DOES NOT VERIFY, AUTHENTICATE, OR WARRANT ANY INFORMATION IN THE DIGITAL GARAGE. BUYERS MUST INDEPENDENTLY VERIFY ALL PROVENANCE AND HISTORY INFORMATION.**

## 3. Vehicle Listings on Driven

### 3.1 Who May List

Vehicles may be listed on Driven by private individuals selling their own vehicle, registered motor dealers and traders, classic car specialists and restorers, auction houses and fleet disposal operators (subject to our prior written approval), and any other person or entity approved by us at our sole discretion.

### 3.2 Seller Obligations for Vehicle Listings

Every Seller listing a vehicle on Driven warrants and represents that they are the legal owner or authorised to sell; to the best of their knowledge the vehicle is free from

outstanding finance or this is fully disclosed; the vehicle is not listed as stolen to the best of their knowledge; all information provided is accurate and complete; all photographs depict the actual vehicle; all known defects and condition issues are fully disclosed; the stated mileage is accurate to the best of their knowledge; and the sale complies with all applicable laws.

### 3.3 Prohibited Listings

The following may not be listed on Driven: vehicles where the seller does not hold legal title; vehicles with undisclosed outstanding finance; known stolen vehicles; vehicles with clocked or tampered mileage; Category A or B write-offs without full disclosure; vehicles not legally able to be sold in the UK; vehicles subject to DVLA prohibition; and replica or kit cars listed misleadingly as the original model.

## 4. Driven Digital Garage

### 4.1 What the Digital Garage Is

Every vehicle listed on Driven is assigned a Digital Garage record ('Digital Garage'). The Digital Garage is an electronic record associated with the vehicle (by registration number and/or VIN/chassis number) that aggregates information provided by the Seller and updated at key transaction milestones. It may contain vehicle registration details, VIN and engine number, mileage history, MOT history link, service history records, photographs and condition notes, modification or restoration records, V5C logbook status notes, previous ownership notes, and transaction timeline records.

### 4.2 Digital Garage is Not a Provenance Certificate

The Driven Digital Garage is NOT a provenance certificate, history report, or guarantee of any kind. It is a repository of seller-submitted information and platform-recorded transaction events. The presence of a Digital Garage record does not constitute any endorsement, verification, authentication, or warranty by The Reclaimed Company as to any aspect of the vehicle's history, condition, or specification.

**THE DIGITAL GARAGE IS NOT A SUBSTITUTE FOR AN INDEPENDENT HPI CHECK, VEHICLE INSPECTION, OR SPECIALIST APPRAISAL. BUYERS MUST CONDUCT THEIR OWN DUE DILIGENCE REGARDLESS OF THE CONTENTS OF THE DIGITAL GARAGE.**

### 4.3 Digital Garage Transfer on Sale

Upon completion of a verified sale through Driven (Stage 7 of the Transaction Timeline), the Digital Garage record is updated to reflect the change of ownership and the transaction completion date. Historic transaction records are retained permanently and visible to all parties who have been associated with the vehicle's Digital Garage.

### 4.4 Seller's Responsibility

Sellers are solely responsible for the accuracy of all information submitted to the Digital Garage. Submission of false or misleading information may constitute an offence under the Fraud Act 2006 and/or the Misrepresentation Act 1967, and may give rise to civil liability.

### 4.5 Our Rights Regarding the Digital Garage

We reserve the right to amend, suspend, delete, or restrict access to any Digital Garage record at any time without notice, including where we believe the record contains inaccurate, misleading, or unlawful information. We are not liable for any loss arising from changes to or deletion of a Digital Garage record.

## 5. Driven Auction Facility

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### 5.1 Application of Auction Terms

All auctions conducted through the Driven auction facility are subject to The Reclaimed Company's Auction Terms and Conditions (Document 04), which are incorporated by reference. In the event of any conflict, these Driven Terms prevail in respect of vehicle-specific matters.

### 5.2 Vehicle-Specific Auction Provisions

- All vehicles offered at auction must have a completed Driven Digital Garage record prior to listing;
- Sellers must disclose any known Category C, S, or N insurance write-off status prominently in the listing;
- The vehicle must be available for physical inspection during the period stated in the listing (minimum 2 business days before auction close, unless 'online only' at listing);
- Winning Bidders are legally bound to complete the purchase at the hammer price;
- Post-auction payment and delivery are handled directly between Buyer and Seller through the Driven Transaction Timeline — The Reclaimed Company does not handle vehicle purchase payments;
- Our commission (buyer's commission) is charged to the Buyer automatically at hammer fall via stored card through Stripe (see Section 6).

### 5.3 Shill Bidding and Auction Fraud

Shill bidding is strictly prohibited and may constitute fraud under the Fraud Act 2006. We reserve the right to void any auction result where we have reasonable grounds to believe shill bidding or any other manipulation has occurred, and to report suspected fraud to the relevant authorities. Sellers found to have engaged in shill bidding will be permanently banned from the Platform.

## 6. Commission — Driven Buyer Commission

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### 6.1 Commission Structure

The commission model on Driven differs from the standard Platform marketplace. On Driven, commission is charged to the Buyer (not the Seller) as a marketplace facilitation fee. This commission covers the provision of the Driven platform infrastructure, Digital Garage, Transaction Timeline management, messaging facilities, and ongoing record-keeping.

***KEY DISTINCTION:** On Driven, The Reclaimed Company charges commission to the BUYER at the point of sale/auction win. This is a platform fee for the Driven marketplace service. It is NOT a payment to the Seller. The vehicle purchase price is paid separately and directly from Buyer to Seller (see Section 7 — Transaction Timeline).*

### 6.2 When Commission is Charged

Buyer commission becomes due and is automatically charged to the Buyer's stored card (via Stripe) at the point of auction close where the Buyer is the winning bidder, or acceptance of a fixed-price offer or 'buy now' purchase. By placing a bid or making a purchase on Driven, the Buyer authorises the automatic charge of buyer commission to their stored card at hammer fall or point of purchase.

### 6.3 Commission Rates

Buyer commission rates are published at [thereclaimedcompany.com/driven/fees](https://thereclaimedcompany.com/driven/fees) and are set by reference to the hammer price or agreed sale price of the vehicle. Commission is calculated as a percentage of the hammer/sale price, subject to a minimum commission as published. Commission is charged in addition to the hammer/sale price — the Buyer is responsible for paying both the commission (to us, via Stripe) AND the vehicle purchase price (directly to the Seller). VAT will be added to commission charges where applicable.

### 6.4 Commission is Non-Transferable and Non-Negotiable

Buyer commission is a fee for access to and use of the Driven platform services. It is not part of the vehicle purchase price and may not be deducted from or set off against the purchase price payable to the Seller.

### 6.5 Refund of Commission

Buyer commission is non-refundable save where the Seller withdraws the vehicle after hammer fall without the Buyer's consent (confirmed as Seller's fault); the vehicle is found to be materially misrepresented in a manner that would make the sale void ab initio; or a technical error by the Platform causes an erroneous charge. Commission refund requests must be submitted in writing within 14 days of the charge.

### 6.6 Seller — No Commission

Sellers on Driven do not pay a success commission to The Reclaimed Company on completion of a sale. Sellers pay subscription/listing fees as per the Platform Fee Schedule. The Driven buyer commission model means the platform facilitation fee is borne by the Buyer.

## 7. Driven Transaction Timeline Tracker

### 7.1 Overview

Following the agreement of a sale on Driven, all post-sale activity — including payment arrangement, payment confirmation, inspection, delivery/collection, and handover — is managed through the Driven Transaction Timeline Tracker ('Timeline Tracker'). The Timeline Tracker is a chronological, timestamped event log within the Platform that records each stage of the transaction and the obligations of each party.

Both Buyer and Seller are required to engage with the Timeline Tracker promptly at each stage. Failure to engage within the specified timeframes may be treated as a breach of these Driven Terms.

### 7.2 Timeline Stages

The Driven Transaction Timeline comprises the following stages. All timeframes run from the event that triggers each stage:

Stage	Event	Detail & Obligations
1	Auction Close / Sale Agreed	Platform records hammer price, charges buyer commission, sends sale confirmation to both parties. 24-hour window for clerical error queries.
2	Payment Arrangement	Buyer and Seller communicate via the Platform's Driven Messaging Thread to agree payment method, amount, and timeline. Payment is made directly between parties — NOT through the Platform. Buyer must confirm payment method within 48 hours.
3	Payment	Seller confirms receipt of agreed payment via the Driven Timeline

Stage	Event	Detail & Obligations
	Confirmed	Tracker. Platform timestamps and locks the payment confirmation event. Seller has 24 hours to raise a payment dispute from this point.
4	Inspection / Pre-Collection	Buyer arranges any independent inspection, HPI check, or viewing within the agreed window (minimum 3 business days unless waived by buyer in writing on Platform). Buyer records confirmation of satisfaction or raises a pre-collection dispute.
5	Collection / Delivery Arrangement	Buyer and Seller agree vehicle handover logistics via the Driven Messaging Thread. Collection/delivery date, method, and transport arrangements are agreed and recorded on the Timeline. Any third-party transporter is engaged at the sole risk and cost of the engaging party.
6	Vehicle Handover	Seller confirms handover via the Platform Timeline. Buyer must confirm receipt within 24 hours of handover. Failure to confirm within 24 hours constitutes deemed acceptance of receipt.
7	Transaction Complete	Platform marks transaction Complete once both handover confirmations are received. The Driven Digital Garage is updated to reflect the change of ownership. All Timeline records are archived permanently.

### 7.3 Timeline as Evidence

All actions recorded on the Timeline Tracker — including confirmations, disputes, messages, and timestamps — are stored by the Platform and may be used as evidence in any dispute, chargeback investigation, or legal proceedings. Both parties acknowledge that Timeline records constitute an accurate record of events.

### 7.4 Payment Arranged Directly Between Parties

The Reclaimed Company does NOT process, hold, transfer, or guarantee the vehicle purchase payment. Payment for the vehicle itself is agreed and made directly between the Buyer and Seller. The Platform's Timeline Tracker records payment confirmations as submitted by the parties but does NOT verify that payment has been made or received. The Reclaimed Company accepts no liability for any payment fraud, non-payment, or payment dispute between Buyer and Seller.

**PAYMENT SAFETY WARNING: When paying for a vehicle directly to a seller, always use a traceable, secure payment method (bank transfer, bankers' draft). Never pay cash without a witnessed receipt. Never pay to a third-party account. Beware of advance fee fraud. The Reclaimed Company has no visibility of and no responsibility for direct payments between buyers and sellers.**

### 7.5 Delivery and Collection

All delivery, collection, and vehicle transport arrangements are made directly between Buyer and Seller and recorded on the Timeline. The Reclaimed Company is not involved in the logistics of vehicle transfer and accepts no liability for any damage in transit, loss or theft, any third-party transporter's performance, any delay, or any failure to agree collection/delivery arrangements.

### 7.6 Timeline Disputes

Where a dispute arises at any stage of the Timeline, the disputing party must raise a Timeline Dispute via the Platform within the timeframe specified for that stage. Timeline Disputes will be handled in accordance with our Dispute and Resolution Policy (Document 07). We will

review Timeline records in handling any dispute but our findings are non-binding recommendations only.

### 7.7 Deemed Acceptance

Where a Buyer fails to raise a dispute or objection at the relevant stage of the Timeline within the specified timeframe, they are deemed to have accepted the position at that stage. Failure to confirm receipt at Stage 6 within 24 hours of handover constitutes deemed acceptance of delivery.

## 8. Vehicle Provenance — Disclaimers and Buyer Responsibilities

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### 8.1 No Provenance Guarantee

The Reclaimed Company does not verify, authenticate, or guarantee the provenance, history, or identity of any vehicle listed on Driven. The Digital Garage record does not constitute a provenance certificate, history guarantee, or any warranty of any kind.

### 8.2 HPI and Vehicle History Checks

We strongly recommend that all Buyers conduct an independent HPI check or equivalent vehicle history check (from a recognised provider such as HPI, Experian AutoCheck, or the DVLA's free online MOT history service) before placing a bid or making a purchase. Such checks may reveal outstanding finance, insurance write-off status, stolen vehicle status, mileage discrepancies, number plate changes, import/export history, and keeper count information. The cost of any such check is the Buyer's sole responsibility.

### 8.3 Mileage

Mileage stated in listings and Digital Garage records is as represented by the Seller. We do not verify mileage data. A Seller who knowingly or negligently misrepresents mileage may be liable to the Buyer under the Misrepresentation Act 1967 — this is a matter between Buyer and Seller and The Reclaimed Company is not liable in any circumstances for mileage misrepresentation.

### 8.4 Outstanding Finance

A vehicle sold with undisclosed outstanding finance may be subject to repossession by the finance company. Buyers who have suffered loss as a result should seek independent legal advice. The Reclaimed Company is not responsible for any loss resulting from outstanding finance on any vehicle.

### 8.5 Stolen Vehicles

Where we become aware or have reasonable grounds to suspect that a vehicle listed on Driven may be stolen, we will immediately remove the listing and report the matter to the relevant authorities. We will cooperate fully with law enforcement in relation to any investigation. The Reclaimed Company is not liable for any loss arising from the sale of a stolen vehicle through the Platform.

## 9. Classic, Heritage, and Non-Standard Vehicles

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Driven is particularly suited to classic, vintage, heritage, modified, and project vehicles. The following additional provisions apply:

- Classic and heritage vehicles are frequently sold without valid MOT or current road tax. It is the Buyer's sole responsibility to arrange testing, certification, and any necessary repairs before use on public roads;
- Project and non-running vehicles are sold as seen. Sellers must clearly state whether a vehicle is non-running or incomplete;

- Imported vehicles may require SVA/IVA testing or DVLA registration. It is the Buyer's responsibility to manage the import compliance process;
- Modified vehicles may not comply with original manufacturer specifications or road traffic legislation. Buyers must satisfy themselves as to the legality and safety of any modifications;
- Replica, kit, and component vehicles must be accurately described as such and must not be listed in a manner that implies they are original vehicles of the type they replicate.

## 10. Right to Remove, Suspend, and Delist on Driven

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In addition to the Platform-wide Right to Remove Policy (Document 06), we may delist any vehicle where we receive a credible report that it may be stolen, subject to outstanding finance, or subject to a third-party ownership claim; delist any vehicle where the listing is materially misleading; suspend any Seller account where we receive multiple credible complaints; void any auction where we have reasonable grounds to suspect fraud or shill bidding; remove any Digital Garage record where we believe it contains false or misleading information; and restrict any Buyer's bidding rights where we suspect fraudulent, abusive, or non-paying behaviour.

## 11. Dispute Resolution on Driven

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### 11.1 Application of Dispute Policy

All disputes arising from transactions on Driven are subject to The Reclaimed Company Dispute and Resolution Policy (Document 07). Vehicle-specific dispute provisions in these Driven Terms supplement but do not replace the general Dispute Policy.

### 11.2 Our Limited Role

Our role in any dispute between a Buyer and Seller on Driven is strictly that of a record-keeper and facilitator. We will provide Timeline Tracker records and communications logs upon request, relay communications between parties where direct communication has broken down, provide Timeline evidence to Stripe to support any chargeback investigation relating to our commission charge, and suspend or remove Seller accounts where fraud is evidenced. We will NOT adjudicate title disputes, order a Seller to refund the vehicle purchase price, arrange vehicle recovery, or provide legal advice to either party.

### 11.3 Chargeback on Commission

Where a Buyer believes they are entitled to a refund of Driven buyer commission (see Section 6.5), they may raise a chargeback with their card issuer in respect of the commission charge processed by Stripe. We will provide Timeline Tracker records and other relevant evidence to Stripe as part of any chargeback investigation.

### 11.4 Vehicle Purchase Payment Disputes

Where a dispute arises regarding the vehicle purchase payment (paid directly from Buyer to Seller), The Reclaimed Company is not a party to that payment. Buyers who have been defrauded in relation to a vehicle purchase payment should report the matter to Action Fraud immediately, contact their bank's fraud team to explore payment recall options, seek independent legal advice regarding civil recovery from the Seller, and contact the police if they believe a criminal offence has been committed.

## 12. Data, Records, and the Digital Garage

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The collection, use, storage, and sharing of personal data in connection with Driven is governed by The Reclaimed Company Data Protection and Privacy Policy (Document 05).

Vehicle data submitted to the Digital Garage is stored and processed by us as data controller. We will retain Digital Garage records indefinitely to maintain the historical accuracy of vehicle transaction records, subject to any legal obligation to delete.

### 13. Applicable Law and Regulatory Framework

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Sellers on Driven should be aware of the following key legal frameworks (this is not exhaustive and Sellers should take independent legal advice):

- Consumer Rights Act 2015: Traders selling to consumers must ensure vehicles match their description, are of satisfactory quality, and are fit for purpose;
- Misrepresentation Act 1967: Sellers are liable for losses arising from false statements of fact made to induce a transaction;
- Fraud Act 2006: Knowingly making false representations about a vehicle may constitute fraud;
- Road Traffic Act 1988: Vehicles sold for road use must comply with applicable construction and use requirements;
- Consumer Protection from Unfair Trading Regulations 2008: Traders must not engage in misleading actions or omissions;
- Anti-Money Laundering Regulations: Dealers in high-value goods above applicable thresholds may be subject to AML obligations.

The Reclaimed Company does not monitor or enforce Sellers' compliance with any applicable legislation. Compliance is the sole responsibility of the Seller.

### 14. Governing Law and Jurisdiction

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These Driven Terms are governed by the laws of England and Wales. Any dispute arising out of or in connection with these Driven Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales, unless the Buyer is a consumer habitually resident in Scotland or Northern Ireland, in which case they may also bring proceedings in the courts of their country of residence.

### 15. Changes to Driven Terms

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We may update these Driven Terms from time to time. We will provide at least 14 days' notice of any material changes by email to your registered address and/or by a prominent notice on Driven. Continued use of Driven after the effective date of any change constitutes your acceptance of the revised Driven Terms.

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