

Client Sell Watch Agreement

Purchase of a pre-owned watch from a private seller

Before signing: complete every blank, attach the submitted Sell your watch form and clear photographs, confirm the chosen settlement method and Inspection period,.

Agreement particulars

Agreement date	
Sell form reference	
Completion / handover date	
Handover method	
Settlement method	

Parties

Buyer

Buyer legal name	5and20to Limited
Trading name	5and20to
Buyer email	info@5and20to.co.uk
Buyer company number	17370482

Private seller

Seller full name	
Seller address	
Seller email	
Seller telephone	
Seller ID checked	

The Buyer and the Seller are together the "Parties" and each is a "Party". The Seller confirms that they are acting wholly or mainly outside their trade, business, craft or profession.

1. Definitions and interpretation

- 1.1** "Agreement" means this document, its schedules and the Sell your watch form; "Sell your watch form" means the watch-selling form, photographs and supporting information submitted by the Seller before this Agreement and identified by date or reference in Schedule 1; "Watch" means the watch and all items identified in the Sell your watch form and Schedule 1; "Purchase Price" means the amount stated in Schedule 1; "Business Day" means a day other than a Saturday, Sunday or public holiday in England; and "Adverse Authenticity Finding" means a written conclusion by a suitably qualified independent watchmaker, valuer, authentication service, manufacturer or authorised service centre that the Watch, or a material component represented as original, is counterfeit, materially inauthentic, or not as represented as to authenticity.
- 1.2** "Escrow Agent" means the independent escrow service identified in Schedule 1; "Escrow Funds" means the Purchase Price paid by the Buyer to the Escrow Agent; "Inspection Period" means the period stated in Schedule 1 beginning when the Buyer physically receives the Watch; and "Acceptance Conditions" means that (a) the Buyer has received a satisfactory authenticity assessment with no Adverse Authenticity Finding, and (b) on reasonable inspection the Watch, its components and included items materially match the Sell your watch form and Schedule 1 as to identity, condition, functions, provenance, accessories, defects and all other material description, allowing only matters expressly disclosed and insignificant deviations that do not affect value or use.
- 1.3** References to writing include email. Headings are for convenience only. "Including" means including without limitation. An obligation not to do something includes an obligation not to permit it to be done.

2. Sale and purchase

- 2.1** The Seller agrees to sell and the Buyer agrees to buy the Watch on the terms of this Agreement.
- 2.2** The sale includes every accessory, document, box, spare link, strap, tag and other item listed in the Sell your watch form or Schedule 1. The Sell your watch form and its submitted photographs form part of this Agreement. If the Sell your watch form conflicts with Schedule 1, Schedule 1 controls only to the extent that it expressly identifies and corrects the conflicting information.
- 2.3** This Agreement becomes binding when signed by both Parties. Completion occurs when the Acceptance Conditions have been satisfied and either (a) under Escrow Settlement, the Escrow Funds have been released to the Seller, or (b) under Direct Settlement, the Purchase Price has been received by the Seller in cleared funds.

- 2.4** Funding escrow, delivery of the Watch, inspection, authentication or temporary possession by the Buyer does not by itself amount to Completion, acceptance of the Watch or waiver of any right. Direct Settlement is governed by clause 3.11.

3. Settlement, inspection and payment

3.1 Selection of settlement method

- 3.1.1** The settlement method shall be the method selected in Schedule 1: (a) Escrow Settlement; or (b) Direct Settlement.
- 3.1.2** If no settlement method is selected, Escrow Settlement applies. The Parties may change the selected method by written agreement before the Buyer pays the Purchase Price or the Seller dispatches or hands over the Watch.
- 3.1.3** Clauses 3.2 to 3.9 apply only to Escrow Settlement. Clause 3.11 applies only to Direct Settlement. Clause 3.10 applies in either case.
- 3.1.4** If Escrow Settlement is selected, the Parties shall promptly complete the Escrow Agent's identity, onboarding and account requirements. The Escrow Agent is not a Party to this Agreement, and its own terms govern the operation of its service.

- 3.2** The Buyer shall pay the Purchase Price in cleared funds to the Escrow Agent by the escrow funding deadline in Schedule 1.

- 3.3** The Seller is not required to dispatch or hand over the Watch under Escrow Settlement until the Escrow Agent has confirmed that the Escrow Funds are received and secured. Funding escrow is not payment to the Seller and does not satisfy the Acceptance Conditions.

- 3.4** During the Inspection Period, the Buyer may carry out the inspections and assessments permitted by clauses 6 and 7. If the Acceptance Conditions are satisfied, the Buyer shall promptly, and no later than one Business Day after confirming satisfaction, give the instruction or confirmation required by the Escrow Agent to release the Escrow Funds to the Seller.

- 3.5** The Seller authorises the escrow arrangement and shall not obstruct or delay a release properly due after the Acceptance Conditions are satisfied. Both Parties shall promptly give any matching, supplementary or administrative instruction reasonably required by the Escrow Agent.

- 3.6** If either Acceptance Condition is not satisfied, the Buyer may reject the Watch by written notice before release of the Escrow Funds. The Parties shall instruct the Escrow Agent to refund the Escrow Funds to the Buyer, subject only to any non-refundable fee expressly allocated in Schedule 1, and the Watch shall be returned under clause 6 or clause 8, as applicable.

- 3.7** If a genuine dispute arises before release, neither Party shall instruct the Escrow Agent to release the disputed Escrow Funds to the Seller. The Parties shall instruct the Escrow Agent to continue holding them until the dispute is resolved by written agreement, the Escrow Agent's binding dispute process or a final court order.
- 3.8** Escrow fees shall be allocated as stated in Schedule 1. If the transaction is unwound because of an Adverse Authenticity Finding, breach of the Seller's title warranty or a material discrepancy from the Sell your watch form or Schedule 1, the Seller shall reimburse any escrow fee that the Buyer cannot recover from the Escrow Agent.
- 3.9** If this Agreement conflicts with the Escrow Agent's terms, those terms govern only the Escrow Agent's procedures and liabilities; this Agreement continues to govern rights and obligations between the Buyer and Seller. Neither Party is required to instruct the Escrow Agent contrary to its terms or applicable law.
- 3.10** The Seller shall provide a signed receipt if reasonably requested. Each Party is responsible for its own taxes, bank charges and professional costs unless Schedule 1 states otherwise.

3.11 Direct Settlement

- 3.11.1** By signing this Agreement, the Buyer enters into a binding commitment to purchase the Watch and pay the Purchase Price in accordance with this clause, subject to the Buyer's inspection, authentication and rejection rights under this Agreement.
- 3.11.2** The Seller shall dispatch or hand over the Watch without prior payment of the Purchase Price, in accordance with the delivery arrangements in Schedule 1.
- 3.11.3** During the Inspection Period, the Buyer may inspect the Watch, arrange authentication as permitted by clauses 6 and 7, and check whether the Watch, its condition, provenance, accessories, documentation and other material characteristics conform to the Sell your watch form and Schedule 1.
- 3.11.4** Until the Purchase Price has been received by the Seller in cleared funds: (a) legal and beneficial title remains with the Seller; (b) the Buyer shall hold the Watch solely for inspections and assessments permitted by this Agreement; (c) the Buyer shall keep it safe and exercise reasonable care; and (d) except to the minimum extent reasonably necessary for inspection or authentication, the Buyer shall not wear, use, alter, repair, open, sell, transfer, pledge, encumber or otherwise deal with it.

- 3.11.5** If the Acceptance Conditions are satisfied, the Buyer shall promptly give the Seller written notice confirming acceptance and pay the Purchase Price in cleared funds to the bank account nominated in writing by the Seller. Payment must be received no later than one Business Day after the Buyer confirms satisfaction of the Acceptance Conditions.
- 3.11.6** The Buyer shall independently verify any notification of a change to the Seller's nominated bank account before making payment.
- 3.11.7** If the Buyer does not give a valid rejection notice before the end of the Inspection Period, the Acceptance Conditions and the Watch shall be deemed satisfied and accepted, and the Purchase Price shall become immediately due and payable. Clause 6.5 applies where an assessment cannot reasonably be completed in time.
- 3.11.8** If either Acceptance Condition is not satisfied, the Buyer may reject the Watch by giving written notice before the end of the Inspection Period. The notice shall identify the unsatisfied condition and provide reasonable supporting details and, where applicable, a copy of the authentication or inspection report.
- 3.11.9** Following a valid rejection: (a) the Buyer is not required to pay the Purchase Price; (b) the Buyer shall promptly return the Watch under clause 6 or clause 8, as applicable; and (c) the Buyer shall continue to comply with clause 3.11.4 until the Seller receives the Watch.
- 3.11.10** Receipt or possession of the Watch by the Buyer does not by itself constitute acceptance, confirm satisfaction of the Acceptance Conditions, transfer title or make the Purchase Price payable before the time specified in clause 3.11.5 or 3.11.7.
- 3.11.11** Under Direct Settlement, no money is held or administered by an Escrow Agent. The Parties acknowledge that the procedural and safeguarding protections associated with Escrow Settlement do not apply.

4. Delivery, risk and title

- 4.1** The Seller shall deliver the Watch in the manner, at the place and on the date stated in this Agreement, securely packaged where courier delivery is used.
- 4.2** Risk of loss or damage remains with the Seller until the Watch is physically received by the Buyer or the Buyer's authorised representative. If the Buyer later returns the Watch under clause 8, risk remains with the Buyer until delivery to the Seller, provided that the Buyer uses the agreed insured return method and complies with reasonable packaging instructions.

- 4.3** Good and unencumbered legal title to the Watch passes to the Buyer on Completion. Until then, the Buyer shall hold the Watch securely and shall not sell, pledge, alter or part with possession of it except for a permitted inspection, authentication or return. Passage of title does not limit any warranty, remedy or right to a refund under this Agreement.

5. Seller warranties and representations

- 5.1** The Seller warrants and represents on the Agreement date and again at Completion that: (a) the Seller is the sole legal and beneficial owner of the Watch and has full right to sell it; (b) the Watch is not stolen, lost, subject to finance, lien, pledge, charge, trust, claim, retention of title or other third-party right; (c) all information in the Sell your watch form, Schedule 1 and supporting materials about identity, serial and reference numbers, authenticity, provenance, age, condition, service history, repairs, replacement parts and ownership history is complete and accurate in all material respects; (d) except as expressly disclosed in the Sell your watch form or Schedule 1, the Watch, branded components and accompanying documents are authentic; (e) serial or identification numbers have not been removed, altered or obscured; and (f) the Seller has disclosed all known defects, damage, water ingress, loss, theft reports, insurance claims, modifications, aftermarket parts and material repairs.
- 5.2** The Seller shall immediately notify the Buyer if any statement in clause 5.1 ceases to be accurate before Completion.
- 5.3** The warranties in this clause are separate and continuing. They are not extinguished by inspection, valuation, payment, Completion, resale or the passage of time, subject always to any mandatory statutory limitation period.

6. Buyer inspection and condition

- 6.1** The Buyer may inspect, test, photograph, open and examine the Watch, and may arrange independent checks of authenticity, condition, provenance and ownership. Any opening or testing shall be carried out with reasonable care by a competent person.
- 6.2** A condition assessment is distinct from an authenticity assessment. The condition element of the Acceptance Conditions is satisfied only where the Watch materially corresponds with the Sell your watch form and Schedule 1. Normal age-related wear or a condition issue that was fully disclosed and accepted does not by itself prevent acceptance.
- 6.3** Except for the Seller's express warranties, title obligations and matters that cannot lawfully be excluded, the Buyer purchases the Watch in the condition recorded in the Sell your watch form and Schedule 1. Nothing in this clause

excuses fraud, deliberate concealment or a false statement about authenticity, provenance, ownership or a material component.

- 6.4** If, during the Inspection Period and before release of the Escrow Funds or payment under Direct Settlement, the Buyer reasonably identifies a material discrepancy from the Sell your watch form or Schedule 1, the Buyer shall notify the Seller with reasonable details or supporting images. The Buyer may reject under clause 3.6 or 3.11.8, as applicable. Under Escrow Settlement the Escrow Funds shall be refunded; under Direct Settlement the Purchase Price does not become due. The Seller shall reimburse the Buyer's reasonable insured return cost and any non-refundable escrow or inspection fee caused by the discrepancy.
- 6.5** The Buyer shall conduct the inspection without unreasonable delay. If an assessment cannot reasonably be completed within the Inspection Period for reasons outside the Buyer's control, the Buyer shall notify the Seller and, if Escrow Settlement applies, the Escrow Agent before expiry. The Inspection Period is then extended for the reasonable time needed to complete the assessment.

7. Authenticity assessment

- 7.1** The Buyer shall be entitled to obtain an authenticity assessment during the Inspection Period and may obtain a further assessment after Completion if later concerns arise. The Buyer shall provide the assessor with information reasonably required for the assessment and may retain copies of the resulting report, images and records.
- 7.2** If the assessor raises a concern but requires further examination, the Buyer may obtain a second opinion. The Watch may be retained securely while reasonable enquiries are completed.
- 7.3** The Buyer shall notify the Seller promptly after receiving an Adverse Authenticity Finding and shall provide a copy or reasonable evidence of the relevant conclusion, subject to any lawful restriction imposed by the assessor.

8. Non-authentic Watch: refund, valuation and return costs

- 8.1** If there is an Adverse Authenticity Finding, the Buyer may reject the Watch and unwind the sale by giving written notice to the Seller and, if Escrow Settlement applies, the Escrow Agent. If Escrow Funds have not been released, the Parties shall instruct the Escrow Agent to refund them. If Direct Settlement applies and the Purchase Price has not been paid, it shall not become due.
- 8.2** Following notice under clause 8.1, the Seller shall pay the Buyer: (a) if the Purchase Price has already been received directly or the Escrow Funds have been released, a full refund of the Purchase Price; (b) £200 as the agreed reimbursement of the failed authenticity valuation cost; and (c) £100 as the agreed cost of secure insured return shipping, packaging, handling and administration. The Parties

agree that the total additional amount under paragraphs (b) and (c) is £300 and is a genuine agreed reimbursement of expected costs, not a penalty.

- 8.3** The Seller shall pay all sums due under clause 8.2 in cleared funds within five Business Days after receiving the Buyer's notice and payment details. Where the Escrow Agent's terms permit, the Parties shall instruct it to pay or deduct those sums before refunding the balance. Under Direct Settlement, the Buyer may set off sums properly due under clause 8.2 against any unpaid Purchase Price. The Buyer shall not recover the same sum twice.
- 8.4** After the sums due under clause 8.2 have been paid, or at another time agreed in writing, the Buyer shall return the Watch to the Seller using a tracked and appropriately insured service to the Seller address stated in this Agreement (or another address agreed in writing). The Buyer shall provide tracking details and package the Watch with reasonable care.
- 8.5** The Seller shall not refuse a return merely because the Watch has been opened or examined as reasonably necessary for inspection or authentication. The Buyer is not responsible for unavoidable marks caused by a competent and reasonably careful inspection.
- 8.6** The remedies in this clause are in addition to any other remedy available for breach, misrepresentation, defective title, fraud or recovery of further reasonably incurred loss. The Buyer shall not recover the same loss twice.

9. Stolen, lost or third-party claims

- 9.1** If the Watch is reported stolen or lost, or a third party asserts an ownership or security interest, the Buyer may suspend the transaction and any unpaid direct payment, instruct that any Escrow Funds remain held, retain the Watch securely, notify the police, insurer, manufacturer, loss register or other appropriate body, and comply with any lawful direction.
- 9.2** If the Seller's title warranty is breached, the Seller shall immediately refund the Purchase Price and reimburse the Buyer's reasonable direct costs arising from that breach, including any amount the Buyer is required to pay to restore the true owner's position.

10. Identification, provenance and records

- 10.1** The Seller consents to the Buyer verifying the Seller's identity and address and checking the Watch against relevant theft, loss, insurance, manufacturer, service and provenance records.
- 10.2** Each Party may retain this Agreement, the Sell your watch form, identification-check records, photographs, correspondence, valuation reports and transaction records for legal, regulatory, insurance, fraud-prevention, accounting and dispute-

resolution purposes. The Buyer may disclose relevant information to authenticators, watchmakers, couriers, insurers, payment or escrow providers, professional advisers and authorities where reasonably necessary. The Buyer shall process personal data in accordance with applicable data-protection law and its Privacy Policy, and each Party shall keep personal data appropriately secure.

11. Liability and remedies

- 11.1** Nothing in this Agreement limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, breach of title, deliberate concealment, or any liability that cannot lawfully be limited.
- 11.2** Subject to clause 11.1, neither Party is liable to the other for indirect or consequential loss. This does not exclude the express settlement-fee, refund, valuation, shipping, title and direct-cost obligations in clauses 3, 6, 8 and 9.
- 11.3** The rights and remedies in this Agreement are cumulative. Delay in exercising a right does not waive it.

12. Notices

- 12.1** A notice under this Agreement must be in writing and delivered by hand, prepaid tracked post or email to the address or email stated for the relevant Party, as updated by written notice.
- 12.2** A notice is deemed received: if delivered by hand, when left at the address; if sent by tracked post, at 9:00 a.m. on the second Business Day after posting; and if sent by email, when transmitted without a delivery-failure message, provided that an email sent after 5:00 p.m. or on a non-Business Day is deemed received at 9:00 a.m. on the next Business Day.

13. General terms

- 13.1** Entire agreement. This Agreement contains the entire agreement between the Parties concerning the sale of the Watch and supersedes earlier discussions and correspondence. This does not exclude liability for fraud or fraudulent misrepresentation.
- 13.2** Variation. A variation is effective only if recorded in writing and signed or expressly agreed by both Parties.
- 13.3** Assignment. The Seller may not assign or transfer any right or obligation without the Buyer's prior written consent. The Buyer may assign its rights with the Watch or to an associated business, insurer or finance provider, but remains responsible for obligations already due unless the Seller agrees otherwise.

- 13.4** Severability. If a provision is invalid or unenforceable, it shall be treated as modified to the minimum extent necessary; if modification is not possible, it shall be deleted. The remainder remains effective.
- 13.5** Third-party rights. Unless expressly stated, no person other than a Party may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 13.6** Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature. Each counterpart is an original and together they form one instrument.
- 13.7** Further assurance. Each Party shall promptly sign documents and take reasonable steps needed to give effect to the sale and the rights in this Agreement.

14. Governing law and disputes

- 14.1** This Agreement and any non-contractual obligations arising from it are governed by the law of England and Wales.
- 14.2** The courts of England and Wales have exclusive jurisdiction, except that a Party may seek urgent interim relief or enforce a judgment in any court of competent jurisdiction.
- 14.3** Before issuing proceedings, the Parties shall first attempt in good faith to resolve the dispute by written negotiation. unless urgent action is reasonably required. A Seller may also raise a complaint using 5and20to's Complaints Policy. Pending resolution, the Parties shall request that the Escrow Agent continue holding disputed Escrow Funds; under Direct Settlement, the Buyer may withhold a genuinely disputed Purchase Price where the dispute concerns an Acceptance Condition.



Signatures

By signing below, each Party confirms that it has read and understood this Agreement, had the opportunity to obtain independent legal advice, and intends to be legally bound by it.

Buyer — 5and20to

Signed by / for the Buyer	
Full name	
Capacity	
Date	

Private seller

Signed by the Seller	
Full name	
Date	



Schedule 1 — Watch and transaction details

Complete every applicable field. If a detail is unknown, write “unknown”; do not leave material fields blank.

Watch identification and condition	
Brand / manufacturer	
Model / collection	
Reference number	
Serial number	
Movement / calibre	
Case material / size	
Dial description	
Bracelet / strap / clasp	
Approximate year	
Current condition	
Accuracy / functions tested	
Water resistance status	
Service history	
Repairs / replaced parts	
Known defects / disclosures	



Schedule 1 (continued) — Included items and commercial details

Included items and provenance	
Original box	
Warranty card / papers	
Service papers / receipts	
Spare links	
Additional straps / buckles	
Tags, booklets and accessories	
Provenance / ownership history	
Photograph references	

Commercial and completion details	
Purchase Price	
Settlement method	
Escrow Agent legal name (if used)	
Escrow website / contact (if used)	
Escrow account / reference (if used)	
Escrow funding deadline (if used)	
Inspection Period	
Escrow fees (if used)	
Escrow release instruction (if used)	
Delivery / handover location	
Courier and insurance (if used)	
Special agreed terms	

Schedule 2 — Handover, inspection and settlement record

Complete this schedule during handover and inspection. It records progress only and does not waive the Buyer's inspection, authenticity, condition or title rights. Initialing this schedule does not itself confirm acceptance, instruct release of escrow or make a direct payment due.

Completion checks	
Watch received date / time	
Received by	
Identity / serial matched	
Included items matched	
Visible condition recorded	
Seller ID checked	
Settlement method / escrow funding	
Inspection Period ends	
Keys / codes supplied	
Additional handover notes	

Inspection and settlement outcome	
Authenticity assessor	
Authenticity outcome	
Condition matches Sell your watch form and Schedule 1	
Buyer decision	
Settlement action	
Instruction date / reference	
Seller notified	

Handover confirmation	
Buyer initials	
Seller initials	
Date / time	