

AA CARS – CUSTOMER TERMS AND CONDITIONS

Effective Date: 1st July 2016

1. Introduction

- 1.1 This website is owned and operated by Used Car Sites Limited trading as “VCARS”. We use the AA name, brand and logo under licence from the Automobile Association Developments Limited, referred to below as "the AA". Our company information, and that of the AA, is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They cancel and replace any previous versions. By registering on or using our Service (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.

2. Definitions

- 2.1 Capitalised terms have the following meanings in these terms and conditions:
- a) “Advertisements / Listings” - all vehicle and other listings, advertisements or other promotions on our Service.
 - b) “Consumer” - an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.
 - c) “Content” - all information of whatever kind (including Advertisements / Listings, posts, blogs, images, photos, audio, video, messages etc.), published, stored or sent on or in connection with our Service.
 - d) “Service” – our website, the services we offer by means of our website and any related software and services.
 - e) “User” - persons or organisations using our Service (whether or not registered with us).

3. Changes to the terms and conditions

- 3.1 We may change these terms and conditions by posting the revised version on our website. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our Service following the effective date shown.

4. Use of our Service

- 4.1 We grant Users a limited personal non-transferable right to use our Service subject to these terms and conditions.
- 4.2 This Service is provided for use by Consumers only. You must not use it for any commercial or business purpose.
- 4.3 You agree that you will not in connection with the Service:
- a) breach any applicable law, regulation or code of conduct;
 - b) publish or send any Content (including links or references to other content), or otherwise behave in a manner, which:
 - i) is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic,

- sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
- ii) infringes any intellectual property or other rights of others;
- iii) involves phishing or scamming or similar; or
- iv) we otherwise reasonably consider to be inappropriate;
- c) publish or send any Content which involves revealing any personal data of another person (i.e. information enabling someone to be identified or contacted) unless that person is 18 years or over and you have obtained that person's explicit written consent or you are the parent/guardian of such person;
- d) impersonate any person or entity for the purpose of misleading others;
- e) publish or send any Content which links to any third party websites which are unlawful or contain inappropriate Content;
- f) sell access to the Service;
- g) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
- h) sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorized by us;
- i) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
- j) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;
- k) do anything which may negatively affect other Users' enjoyment of the Service;
- l) gain unauthorised access to any part of the Service or equipment used to provide the Service;
- m) use any automated means to interact with our systems excluding public search engines; or
- n) attempt, encourage or assist any of the above.

4.4 You must ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.

5. **Your Content**

5.1 You are responsible for your Content. You promise to us that you have (and will retain) all rights and permissions needed to enable use of your Content as contemplated by the Service and these terms and conditions.

5.2 We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.

6. **VERY IMPORTANT – certain things for which we (and the AA) are not responsible**

6.1 *Neither we nor the AA) are responsible for Advertisements / Listings. Neither we nor the AA guarantee any vehicle listed on the Service.* Nor do we do not verify Advertisements / Listings. Before proceeding, you should make your own appropriate

and careful enquiries and take appropriate advice. In particular, before buying a vehicle listed to our Service, you should consult a suitably qualified mechanic or vehicle expert. If you proceed, you do so at your own risk. Your contract is with the seller or other third party and not with us or the AA. Please direct any queries or complaints to the other party.

6.2 ***We are not responsible for third party services which are included or linked to on our Service. The AA is not responsible for any services not provided by the AA.*** If you use those services, then there is a separate contract between you and the relevant service provider on their applicable terms and conditions, which include the following:

- a) AA Cars History Check Service provided by the AA. This service is subject to a fair use policy and is made available for non-commercial purposes only. Access may be withdrawn or suspended at any time without notice.
- b) AA Breakdown Cover provided by the AA.
- c) AA Warranty provided by the AA.
- d) AA Vehicle Inspection provided by the AA.
- e) Vehicle finance provided by a third party vehicle finance supplier.

6.3 ***Dealer use of “AA Approved Dealer”, “AA Dealer Promise” or similar terms.*** Dealers listed on our Service may use certain AA-provided services. For example, a dealer may claim on this Service (or in its premises or elsewhere) to be an “AA Approved Dealer” or to have signed up to the “AA Dealer Promise”. If so, that means that, to the best of our or the AA’s knowledge, the dealer has complied with certain criteria (including, for example, a promise to comply with the “AA Dealer Promise” requirements). It does not mean that we or the AA have carried out any detailed investigation into the dealer or that any information provided to us or the AA is or will remain correct or that the dealer will continue to comply or that the dealer has in fact been authorised to use the term or that we or the AA are unequivocally endorsing any dealer. You should still proceed carefully and make your own enquiries and take your own advice as mentioned above.

6.4 ***Dealer use of “AA Inspected”.*** If a dealer is correctly using this term, then it is representing that the AA has carried out an AA vehicle inspection on the relevant vehicle. It is your responsibility to ask to see the AA report before buying the vehicle and to read it carefully. The report is subject to any restrictions or qualifications stated in it.

6.5 ***Neither we nor the AA are responsible for guidance or similar information on our Service.*** Any such information is intended as very general guidance but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you should make your own enquiries and take your own advice. You rely on such information at your own risk.

6.6 ***Neither we nor the AA are responsible for third party websites linked to from the Service.*** We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.

7. **Your account**

- 7.1 If we allow you to create an account on our Service, this is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

8. Functioning of our Service

- 8.1 We do not guarantee that the Service will be uninterrupted or error-free and are not responsible for any losses arising from such interruptions or errors.
- 8.2 We are entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason.

9. Liability

- 9.1 Nothing in this agreement in any way restricts our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 9.2 Unless the contest requires otherwise, any parts of this agreement which limit our legal responsibility apply equally to the AA, which is entitled to enforce those provisions.
- 9.3 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.
- 9.4 **Very important:** We shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
 - b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
 - c) such loss or damage is caused by you, for example by not complying with this agreement; or
 - d) such loss or damage relates to a business (as this Service is not intended for business use).
- 9.5 **Very important:** You will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).

10. Intellectual property rights

- 10.1 All trademarks, logos, Content, graphics, images, photographs, animation, videos, text and software used on the Service are our intellectual property or that of the AA or our other partners or Users. For the purposes of your personal and non-commercial use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or

create extracts of, or derivative works from, such material without our specific prior written consent.

- 10.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.

11. Privacy

- 11.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) [link] which is subject to change from time to time.

12. Events outside our control

- 12.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

13. Transfer

- 13.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

14. English law

- 14.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>.

15. General

- 15.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except for the AA and insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

16. Complaints

- 16.1 If you have any complaints, please contact us or the AA via the contact details shown below.

17. Our company information

- 17.1 Company name: Used Car Sites Limited trading as “AA Cars”
17.2 Country of incorporation: England and Wales.
17.3 Registered number: 4546950

- 17.4 Registered office and trading address: Millers House, The Maltings, Roydon Road, Stanstead Abbots, Hertfordshire, SG12 8HN
- 17.5 Other contact information: See our website.
- 17.6 VAT number: 806075443

18. AA company information

- 18.1 Company name: Automobile Association Developments Limited trading as “AA”
- 18.2 Country of incorporation: England and Wales.
- 18.3 Registered number: 1878835
- 18.4 Registered office: Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA
- 18.5 Contact details for complaints: Member Relations, The Automobile Association, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY. Phone: 0844 209 0556. Email: customersupport@theAA.com.
- 18.6 Other contact information: See the AA’s website at www.theaa.com.
- 18.7 VAT number: 188 0311 10