

## Terms and Conditions

### 1. DEFINITIONS

#### 1.1 In these Terms and Conditions (**Terms**)

“Listing Duration” means the number of days the advertisement for the sale of your vehicle will be listed on our site, in accordance with the Services purchased.

“Member” means an individual who is registered to use our site and use one of the Services other than Paid Services but who is not a Subscriber.

“Paid Services” means services for which we make a charge.

“Subscriber” means a Member who is registered to use one or more Paid Services on our site.

### 2. ACCEPTANCE OF TERMS AND CONDITIONS

2.1 We operate the website [www.autovolo.co.uk](http://www.autovolo.co.uk) (**our site**). We are Autovolo Ltd, a company registered in England and Wales under company number 08595000 and with our registered office at 6 Devonshire Business Park, Chester Road, Borehamwood, Hertfordshire, England, WD6 1NA. Our VAT number is 205054355.

2.2 These pages (together with our *Privacy Policy*, *Cookie Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*) give you information about us and the legal terms and conditions on which we provide any of the services (**Services**) listed on our site to you.

2.3 These Terms will apply to any contract between us for the supply of Services to you (**Contract**). By using our site, whether as a guest or a Member, or a Subscriber, you are subject to the Terms and Conditions as laid out here and any applicable laws. Use of our site includes accessing, browsing or registering to use our site. By using our site, you confirm that you accept these Terms and that you agree to comply with them and not to facilitate infringement of them. Please read these Terms carefully and make sure that you understand them, before subscribing to any Services from our site. If you refuse to accept these Terms, you will not be able to subscribe to any Services from our site and please refrain from using our site.

2.4 You should print a copy of these Terms or save them to your computer for future reference.

### 3. CHANGES TO TERMS AND CONDITIONS

3.1 We reserve the right to change these Terms with or without your notice at our own discretion. These Terms are applicable to your use of our site or the obtaining of Services from us, and any changes will be effective at the point at which they are visible on our site. Any use of our site or supply of Services by us after a change has occurred is subject to such new Terms. Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

#### **4. MEMBERSHIP OF AUTOVOLO AND BILLING**

4.1 You can find relevant information regarding your specific subscription with Autovolo Ltd by checking our site.

#### **4.2 Membership criteria**

To have membership with Autovolo Ltd:

For individuals you:

- must be at least 17 years old;
- must live in the United Kingdom; and
- Agree to provide us with certain pieces of personal information (including name, contact details and payment information). This information must be maintained by you so as to be up to date at all times. If your personal details change at any point, you must ensure that this is updated on our site as soon as possible.

For businesses you:

- confirm that you have the authority to bind any business on whose behalf you use our site to purchase Services.
- must have all licences, consents, permits and authorities necessary to carry on business in the United Kingdom.

#### **4.3 Refusal of application or purchase**

We retain the right to refuse any application to use our site or for Services for any reason.

#### **4.4 Becoming a Member**

On the basis that you fulfil all the criteria stated in section 4.2, you may register as a user of our site as either a Member or Subscriber. To become a Member, you must access the relevant section of our site and provide an email address and a password. You are responsible for maintaining the confidentiality of your own account.

#### **4.5 Autovolo's Services**

Paid Services include:

- The Silver tier subscription;
- The Gold tier subscription; and
- The Platinum tier subscription.

#### **4.6 Other terms and conditions and rules**

Any additional terms, conditions or similar statements on our site relating to our Services are deemed to be a part of these Terms.

## **5. CONTACTING US**

### **5.1 Contacting us if you are a consumer:**

5.1.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 11, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at [customerservices@autovolo.co.uk](mailto:customerservices@autovolo.co.uk). If you use this method we will e-mail you to confirm we have received your cancellation. You can also contact our Customer Services team by post at 6 Devonshire Business Park, Chester Road, Borehamwood, Hertfordshire, England, WD6 1NA. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

5.1.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact by e-mailing us at [customerservices@autovolo.co.uk](mailto:customerservices@autovolo.co.uk).

5.1.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

### **5.2 Contacting us if you are a business.**

You may contact us by telephoning our customer service team by e-mailing us at [customerservices@autovolo.co.uk](mailto:customerservices@autovolo.co.uk). If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 15.3.

## **6. PAID SERVICES INFORMATION**

### **6.1 Payment**

You agree that we will charge you a subscription fee to be paid at the time you set up your subscription. Details of the subscription can be found on our site.

### **6.2 Changing Prices**

We retain the right to change the price associated with any of the Paid Services.

Details of our pricing scheme and subscription charges can be found in the “Advert Packages and Pricing” section of our site.

### **6.3 Upgrading/Downgrading Service**

We intend in the future to introduce a function enabling You to upgrade or downgrade your Paid Services at any point. Once this function is active, upgrading and downgrading will be measured by the costs associated with the Paid Services. Any increase in billing will take effect immediately and you will be charged accordingly at the time of purchasing the upgraded Paid Services. Any additional charges will be non-refundable.

### **6.4 Uploaded content**

6.4.1 The images of the vehicles on our site are for illustrative purposes only and have been provided by third parties. Although we have made every effort to display the colours

accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the vehicles. The vehicle may vary slightly from those images.

6.4.2 Autovolo Ltd does not accept any responsibility or liability for any misrepresentations in any advertised vehicle. It is the responsibility of users of our site to conduct the necessary due diligence and research to confirm that any vehicle advertised on our site is of satisfactory quality and fit for purpose.

6.4.3 It is the responsibility of Subscribers to conduct the necessary due diligence and research to confirm the identity of the individual to whom they are selling their vehicle.

6.4.4 Autovolo Ltd give no warranties, conditions, guarantees or representations, express or implied, as to:

a) the completeness or accuracy of the advice and information contained on our site or any website to which it is linked;

b) the contents of the listings for vehicles included in our database, including but not limited to the ownership, quality, authenticity, photographs, compliance with description or fitness for purpose of any vehicles;

c) the completeness of the results of any search of our database or that the vehicles selected by the search criteria are the only vehicle on our database which might meet the searcher's requirements.

## **7. REPORTING OBLIGATIONS**

7.1 Autovolo Ltd reserves the right to report to the Police and the appropriate authorities incidents where we reasonably believe a vehicle listed on our site has been involved in or exposed to illegal activity.

## **8. USE OF OUR SITE**

Your use of our site is governed by our *Terms of website use, Website Acceptable Use Policy, Privacy Policy and Cookie Policy*. Please take the time to read these, as they include important terms which apply to you.

## **9. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our *Privacy Policy*. Please take the time to read our *Privacy Policy*, as it includes important terms which apply to you.

## **10. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

10.1 Our shopping pages will guide you through the steps you need to purchase a Paid Service with us. Our purchase process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your purchase request at each page of the order process.

10.2 After you place a purchase request, you will receive an e-mail from us acknowledging that we have received your purchase request. However, please note that this does not mean that your purchase request has been accepted. Our acceptance of your purchase order will take place as described in *clause 10.3*.

- 10.3 We will confirm our acceptance of your purchase request to you by sending you an e-mail that confirms that the Paid Services have been purchased and providing you access to the Subscribers section of our site.
- 10.4 Once we have confirmed acceptance of your purchase request, and you elect to publish your listing on our site, our Services will be considered to have been provided and the Listing Duration will commence.
- 10.5 If you choose to remove your listing, for any reason, either temporarily or permanently, from public viewing on our site at any time during the Listing Duration, the Listing Duration will continue to run and you will not be entitled to any refund or partial refund of the subscription fee for the period of removal.
- 10.6 If you sell the vehicle before the end of the Listing Duration, you will not be entitled to a refund for the remaining period of the Listing Duration and you will not be entitled use the remaining Listing Duration to list a new vehicle on our site.

## **11. YOUR CONSUMER RIGHT OF CANCELLATION**

### **11.1 Statutory cancellation period**

If you are a consumer you may cancel your subscription within fourteen days from the date on which you subscribe ("Cancellation Period") if we have not already started providing Paid Services to you at your request or with your consent. However, should you agree that we may provide you with our Paid Services during the Cancellation Period you acknowledge and agree that you will lose this statutory right to cancel. For the avoidance of doubt, your subscription will start from the date on which you subscribe to one of our Paid Services.

### **11.2 Termination by us**

11.2.1 We reserve the right to terminate or restrict the use of Services for any reason whatsoever.

11.2.2 We have no obligation to give notice if we wish to terminate a Service.

11.2.3 If you breach these Terms or Acceptable Use Policy, we have the right to terminate your subscription and membership and further remove you from our site completely. You will not be entitled to a refund of the subscription fee.

### **11.3 Method of cancellation**

To exercise the right to cancel under any of provisions contained within clause 11.1 of these Terms, you must inform us by writing to 6 Devonshire Business Park, Chester Road, Borehamwood, Hertfordshire, England, WD6 1NA or by customerservices@autovolo.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

## **12. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 12 only applies if you are a business customer.**

- 12.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase vehicles.

- 12.2 These Terms and our *Privacy Policy, Cookie Policy, Terms of Website Use* and *Website Acceptable Use Policy* constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 12.3 You acknowledge that in entering into any Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them or our *Privacy Policy, Cookie Policy, Terms of Website Use* ( and *Website Acceptable Use Policy*).
- 12.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 12.5 We only supply the Services for internal use by your business, and you agree not to use the Services for any resale purposes.
- 12.6 We will need to carry out routine maintenance and servicing of our servers and equipment from time to time. While we will seek to keep disruption to a minimum we cannot guarantee that our site will be continuously available on-line. We therefore provide our site, and Services associated with it, on an "as is" and "as available" basis. We will not be liable for any loss you may suffer as a result of routine maintenance of our site, and you will not be entitled to any refund of the subscription fee for the period of time for which our site is off-line.
- 12.7 These Terms and any our *Privacy Policy, Cookie Policy, Terms of Website Use* and *Website Acceptable Use Policy* constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

### **13. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 13 only applies if you are a consumer.**

- 13.1 These Terms and our *Privacy Policy, Cookie Policy, Terms of Website Use* and *Website Acceptable Use Policy* constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 13.2 We will need to carry out routine maintenance and servicing of our servers and equipment from time to time. While we will seek to keep disruption to a minimum we cannot guarantee that our site will be continuously available on-line. We therefore provide our site, and Services associated with it, on an "as is" and "as available" basis. We will not be liable for any loss you may suffer as a result of routine maintenance of our site, and you will not be entitled to any refund of the subscription fee for the period of time for which our site is off-line.

#### **14. EVENTS OUTSIDE OUR CONTROL**

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *clause 14.2*.
- 14.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 14.2.1 we will contact you as soon as reasonably possible to notify you; and
- 14.2.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 14.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

#### **15. COMMUNICATIONS BETWEEN US**

- 15.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 15.2 **If you are a consumer** you may contact us as described in *clause 5.1*.
- 15.3 **If you are a business:**
- 15.3.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- 15.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
- 15.3.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.
- 15.3.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. OTHER IMPORTANT TERMS

- 16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 16.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.6 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 16.7 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.8 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

## 17. THE FULL AGREEMENT

The Terms contained in this document include the Privacy Policy, Cookie Policy, Terms and Conditions of Website Use and the Acceptable Use Policy and any other terms, conditions or rules which we may introduce in accordance with clause 2, constitute the whole agreement between you and us and they supersede any previous versions, agreements, oral agreements relating to this subject.

## 18. CONTACT DETAILS

All correspondence or queries associated with these Terms should be directed to our address as laid out in Clause 2.1 (6 Devonshire Business Park, Chester Road, Borehamwood, Hertfordshire, England, WD6 1NA).

Email: [customerservices@autovolo.co.uk](mailto:customerservices@autovolo.co.uk)