



**AA**

**Cars**

**Used Car Sites Limited (“AA CARS”)  
CUSTOMER TERMS AND CONDITIONS**

March 2018

## **1. Introduction**

- 1.1 This website is owned and operated by Used Car Sites Limited trading as “AA Cars” (“we” and/or “our”).
- 1.2 Your use of our Website is subject to these terms, and by proceeding with access to our website, you are deemed to have accepted these terms. If you do not accept our terms, please do not use the Website.
- 1.3 Please read these terms and conditions carefully. They cancel and replace any previous versions. By registering on or using our Website (as defined below) you agree to be bound by these terms and conditions. These terms and conditions are available in the English language only.
- 1.4 Headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

## **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 Website;
  - 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 Website;
  - d) “Data Protection Legislation”- the Data Protection Act 1998 (and any successor to or replacement of such Act including that implementing the General Data Protection Regulation (Regulation (EU) 2016/679) as, when and however implemented in England and Wales);
  - e) “Website” – the UCSL website with URL [www.theaa.com/cars](http://www.theaa.com/cars); and
  - f) “User” persons or organisations using our Website (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.
- 3.2 Your use of this Website after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions.

## **4. Use of our Website**

- 4.1 We grant Users a limited personal non-transferable right to use our Website subject to these terms and conditions.
- 4.2 This Website is provided for use by Consumers only. You are not permitted to use it for any commercial or business purpose.
- 4.3 You must ensure that any contact or other information which you supply to us is accurate and that you will inform us of any update to it so that it remains so.

## **5. Our responsibility for loss or damage suffered by you**

- 5.1 We are responsible to you for foreseeable loss and damage caused by us but we are not responsible for any loss or damage that is not foreseeable.
- 5.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and liability for fraud or fraudulent misrepresentation.
- 5.3 We are not liable for business losses and only supply the Website for domestic and private use. If you use the Website for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 5.4 We are not responsible for Advertisements/Listings. We do not give any warranties in relation to any vehicle listed on the Website nor do we verify Advertisements/Listings. Before proceeding on the basis of any Advertisement/Listing, you should make your own appropriate and careful enquiries and take appropriate advice. In particular, before buying a vehicle listed on our Website, 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. Please direct any queries or complaints to the third party from whom you purchased the vehicle. If you have bought a vehicle under AA Dealer Promise of an AA Approved Dealer and you cannot resolve a complaint direct with the dealer, we offer a mediation service.
- 5.5 We are not responsible for third party services which are included or linked to on our Website. If you use those services, there is a separate contract between you and the relevant service provider on their applicable terms and conditions. In particular, please refer to the terms and conditions provided by the vehicle finance supplier, prior to using those services.
- 5.6 Dealer use of “AA Approved Dealer”, “AA Dealer Promise” or similar terms. Dealers listed on our Website may use certain AA provided services. For example, a dealer may claim on this Website (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 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 have carried out any detailed investigation into the dealer or that any information provided to us 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 are unequivocally endorsing any dealer. You should still proceed carefully and make your own enquiries, including having a vehicle inspection, and take your own advice as mentioned above.
- 5.7 Dealer use of “AA Inspected”. If a dealer is correctly using this term, then it is representing that we have 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. It is your responsibility to ask for a vehicle inspection if one has not been carried out.
- 5.8 We are not responsible for guidance or similar information on our Website. Any such information is intended as 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.
- 5.9 We are not responsible for third party websites linked to on the Website. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.
- 5.10 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **6. Your account**

- 6.1 If we allow you to create an account on our Website, 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).

## **7. Functioning of our Website**

- 7.1 We do not guarantee or warrant that your use of this Website and the Website itself will be uninterrupted or error free, that defects will be corrected or that this website or the service that makes it available are virus or bug free.
- 7.2 We are entitled, without notice and without liability, to suspend the Website for repair, maintenance, improvement or for any other reason whatsoever.
- 7.3 Any third party website accessible via a link on our Website may collect and process your information. We are not responsible for any data-processing activities carried out by any third party website which is linked to our Website, and we disclaim any and all liability in respect of the same. You should check the privacy policy of any such third party to establish how they may use your information before you decide to use their website and its features.

## **8. Intellectual property rights**

- 8.1 For the purpose of this clause 8, 'Intellectual Property Rights' shall include, without limitation, unregistered trademarks, trade names and logos, all database rights, rights in designs, rights in know-how patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction.
- 8.2 All Intellectual Property Rights presented on this Website, unless specifically indicated otherwise, is under copyright to Used Car Sites Limited or our licensors. All other Intellectual Property Rights in any information, Content, data or processes contained in this Website belong to us, another AA group company or are subject to a licence.
- 8.3 The Contents on this Website are freely downloadable for browsing purposes only and may not be reproduced in whole or in part or otherwise made available without prior written consent from us.
- 8.4 In addition, none of the materials on this Website may be copied, altered in any way, or transmitted or distributed to any other party without the prior written permission from us.
- 8.5 You may not create links to this Website without express written consent from us.

## **9. Privacy**

- 9.1 By accessing and using our Website, you agree to be bound by these terms and conditions, and you acknowledge and agree that we may process your personal data in accordance with the terms of our privacy and cookies policy which is subject to change from time to time. The privacy policy can be found on this Website.
- 9.2 Our privacy policy governs our use of your information. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.
- 9.3 Our cookies policy governs our use of cookies and similar technologies on our Website. It sets out the types of cookies we use, the purpose for which we use them, the circumstances in which we may place cookies on your computer, device or browser, and other relevant information relating to cookies, such as how to change your browser preferences and settings to accept or reject cookies.

## **10. Transfer**

- 10.1 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.

## **11. English law**

- 11.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 11.2 The information on this Website is not directed at anyone other than UK residents and applications from others will, unless otherwise stated, not be accepted.
- 11.3 The information and other materials contained in this Website may not satisfy the laws of any other country and those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

## **12. General**

- 12.1 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). Any failure by either party to exercise or enforce any right or provision of these terms does not mean this is a “waiver” (i.e. that it cannot be enforced later). A person who is not a party to these terms and conditions shall have no rights to enforce them except to the extent the third party is an AA group company.

## **13. Complaints**

- 13.1 If you have any complaints, please contact us via the contact details shown below and on the Website.

## **14. Our company information**

- 14.1 Company name: Used Car Sites Limited trading as “AA Cars”
- 14.2 Registered office: Fanum House, Basingstoke, Hampshire, RG21 4EA.
- 14.3 Registered number: 4546950
- 14.4 Used Car Sites Limited is part of the AA Group of companies, the information contained in, or derived from, the Website belongs to the relevant companies within the AA Group.
- 14.5 VAT number: 806075443