

Used Car Sites Limited  
T/A AA CARS & VCARS  
**Dealer Terms and  
Conditions**

**1. Definitions**

1.1 The following terms shall have the following meanings:

<b>AA Group</b>	AA Limited and any subsidiary that forms part of the AA group companies
<b>AADL</b>	Automobile Association Developments Limited, registered company in England and Wales (1878835), registered address Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA
<b>Add-On Services</b>	additional USCL or third party-provided chargeable services that may be made available by UCSL in connection with the Listing such as DNA, live chat, video-related services and Mechanical Checks but excluding the Geo-Number Service
<b>Agreement</b>	these terms and conditions (including any schedules) and the Order Form
<b>Applicable Laws</b>	all applicable laws, regulations and codes of conduct
<b>Call Charges</b>	the charges for telephone calls made via the Third Party Geo-Number Service
<b>Client</b>	the client specified on the Order Form who is contracting for the provision of the Services.
<b>Client Branding</b>	all Client trading names, trademarks, service marks, logos and devices
<b>Client Materials</b>	all Data including Client Branding provided by the Client to UCSL for use in connection with the Service
<b>Combined Service</b>	where the Service includes Mechanical Checks
<b>Customers</b>	persons who use the Service
<b>Customer Data</b>	Personal Data relating to Customers
<b>Data</b>	text, content, graphics, images, video, software, data and other materials in whatever format
<b>Data Protection Legislation</b>	Data Protection Act 2018 (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)

<b>Display Material</b>	banners, plaques, flags, point of sale material and any other material provided by UCSL for display by the Client in its premises
<b>DNA</b>	the dealer management service known as “DNA” and all related services
<b>Effective Date</b>	the date when the Client signs the Order Form
<b>Fees</b>	all fees and charges payable by the Client
<b>Geo-Number Service</b>	the Third Party Geo-Number Service and the Website Geo-Number Service
<b>Intellectual Property Rights</b>	worldwide copyright, design rights, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade and service marks (whether registered or unregistered) and any applications therefor and all rights in confidential information;
<b>Listing</b>	all listings, advertisements and promotions on the Website referring to the Client or its goods and services
<b>Mechanical Checks</b>	the AA Mechanical Checks service (also known as AA Vehicle Inspection)
<b>Minimum Term</b>	the number of months specified under “Minimum Term” on the Order Form and which shall start on the Start Date; if the Minimum Term is not specified on the Order Form, then the Minimum Term shall be 12 months from the Start Date
<b>Monthly Subscription Fee</b>	as provided for in the Order Form (including the combined inspection / advertising fee in the case of the Combined Service)
<b>Monthly Geo-Number Subscription Fee</b>	as stated in the Order Form (relating to the Third Party Geo-Number Service)
<b>Number(s)</b>	any telephone number supplied to the Client for the purpose of the Geo-Number Service
<b>Order Form</b>	the order form entered into by the dealer incorporating these terms and conditions
<b>Personal Data</b>	as defined in the Data Protection Legislation
<b>Search Criteria</b>	Similar characteristics of vehicles or available supporting ancillary goods. This may change as characteristics become more varied or more goods become available
<b>Service(s)</b>	the Listing and other services offered on or in connection with the Website and any related software and services including the Geo-Number Service and Add-On Services
<b>Start Date</b>	the date that the Client’s stock goes live on the Website, unless otherwise agreed in the Order Form
<b>Telephone Data</b>	all Data (including call recordings and personal data included within call logs) which UCSL supplies or makes available to the Client arising from telephone calls made via the Geo-Number Service

<b>Third Party Geo-Number Service</b>	the service whereby UCSL makes available to the Client local “geo” telephone numbers for use on a third party service, together with any associated services
<b>Third Party Site</b>	a third party motor listings or other website
<b>UCSL</b>	Used Car Sites Limited (company number 4546950) having its registered office at Fanum House, Basing View, Basingstoke, RG21 4EA
<b>Website</b>	the website at <a href="https://www.theaa.com/cars/">https://www.theaa.com/cars/</a>
<b>Website Geo-Number Service</b>	the service whereby UCSL makes available to the Client local “geo” telephone numbers for use on the Website in connection with the Listing, together with any associated services
<b>Writing</b>	all forms of visible reproduction in permanent form (including emails unless otherwise stated)

12 Words in the singular include the plural and vice versa. References to a “person” shall include any individual, firm, unincorporated association or body corporate. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision, as amended, re-enacted or extended at the relevant time. The word “including”, unless the context otherwise requires, shall mean “including without limitation”. The headings in this Agreement are for convenience only and shall not affect its interpretation.

**2. Application of Terms and Conditions**

- 2.1 These terms and conditions include the provisions of the Order Form signed and agreed between the Client and UCSL. In the event of any conflict, the Order Form shall prevail over these terms and conditions.
- 2.2 If the Order Form specifies that the Client is taking the Third Party Geo-Number Service only, then these terms and conditions shall apply except insofar as they expressly or impliedly relate only to Listings.

**3. Changes to Terms and Conditions**

- 3.1 UCSL may make changes to this Agreement, at any time, by giving a reasonable and proportionate notice period of at least 15 days UCSL will provide notice of changes in Writing to the Client
- 3.2 The Client may accept any such changes by continuing to use any part of the Service after receipt of notice of such changes. In the event that more than 15 days’ notice is provided, continued use of any part of the Service will not be considered to be immediate acceptance of the changes and the full notice period will apply.
- 3.3 Upon receipt of notice under clause 3.1, the Client shall have the right to terminate the Agreement with UCSL before the expiry of the notice period, or before accepting the changes, by giving notice to UCSL within 15 days of receipt of the notice.
- 3.4 The reasonable and proportionate notice period shall not apply where UCSL:

- a) is subject to a legal or regulatory obligation which requires it to change its terms and conditions in a manner which does not allow it to respect the notice period or that it must be retroactively changed; or
- b) has exceptionally to change its terms and conditions to address an unforeseen and imminent danger related to defending UCSL, Customers or the Client from fraud, malware, spam, data breaches or other cybersecurity risks; or
- c) is proposing a retroactive change to the Agreement that is beneficial to the Client.

#### **4. The Service**

- 4.1 UCSL will provide the Service with reasonable skill and care, subject to the terms of this Agreement.
- 4.2 The Client must provide the Client Materials in the format specified by UCSL.
- 4.3 The Client must ensure that the number of vehicles included within its Listing at any one time does not exceed any maximum specified in the Order Form other than with the prior consent of UCSL in Writing. (For the avoidance of doubt, no maximum applies in the case of the Combined Service.)
- 4.4 The Client is responsible for the content of its Listing. The Client agrees to ensure that the Listing is accurate and remains up to date, that it is not misleading, that it complies with all Applicable Laws, that it does not infringe any third party intellectual property or other rights, and that it is not defamatory, offensive, vulgar, racist, abusive, invasive of another's privacy or otherwise inappropriate.
- 4.5 UCSL may, without notice, access, copy, preserve, disclose, remove, suspend or delete any Client Materials if UCSL considers it necessary to protect UCSL or its other customers or the public or third parties or if UCSL has reasonable grounds for believing that a criminal act has been committed or if UCSL is required to do so by law or appropriate authority.
- 4.6 UCSL reserves the right in its discretion without notice to edit the text or layout of the Listing or to locate or relocate the Listing on the Service where UCSL thinks fit (provided that the Client is given the prominence which is broadly equivalent to that offered for the particular package).
- 4.7 The Client acknowledges that, in order to track enquiries via the Listing, UCSL shall be entitled to require that the display of contact details and methods of contacting the Client are restricted as specified by UCSL including use of Numbers or enquiry forms generated by UCSL.
- 4.8 UCSL does not guarantee that the Service (including transmission of communications from Customers to the Client) will be error-free. UCSL will use reasonable endeavours to correct any errors in the Service as soon as reasonably practicable.
- 4.9 UCSL is entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason. If so, UCSL will use reasonable endeavours to ensure that the suspension takes place at a time when the Service is least likely to be used and that the suspension is for the shortest period possible.
- 4.10 UCSL does not guarantee to the Client any particular level of enquiries, customers or revenues.
- 4.11 The Client acknowledges that the Service may include Customer reviews or other comments. UCSL is

not liable for false or misleading statements or otherwise any loss, damage or claim arising in connection with reviews. The Client shall deal with Customers with a high degree of professionalism and in accordance with Applicable Laws and with the highest industry standards.

- 4.12 The Client:
- a) shall provide reasonable co-operation to UCSL in supplying the Service and shall comply with UCSL's reasonable requirements;
  - b) shall promptly provide UCSL with such information and documents as it may reasonably request for the proper performance of the Service; and
  - c) shall not take any step which may interfere with or obstruct the proper performance of the Service.
- 4.13 The Client shall not in connection with the Service breach any Applicable Laws or infringe any third party rights.
- 4.14 The Client must ensure that all contact and payment information provided by the Client is accurate and that the Client will update it so that it remains so.
- 4.15 The Client's online account for use of the Service is for the Client's personal use only and is non-transferable. The Client must not authorise or permit any other person to use its account. The Client must take reasonable care to protect and keep confidential its password and other account or identity information. The Client must notify UCSL immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. The Client is responsible for third parties who use its account or identity (unless and to the extent that UCSL is at fault).
- 4.16 The Client is responsible for making its own backup of Client Materials. UCSL is not responsible for any loss of or damage to Client Materials.
- 4.17 Except where otherwise specified in this Agreement or by UCSL at the time of the Client's order for Add-On Services, the Client is entitled at any time on giving notice in Writing to immediately cancel all or any Add-On Services. If so, for the avoidance of doubt, this Agreement will continue in relation to the remainder of the Service. For the further avoidance of doubt, the Mechanical Checks service

is not terminable under this clause.

4.18 The following Services are subject to the provisions of the following Schedules and any Terms and Conditions as provided to the Client:

- a) Geo-Number Service - Schedule 1.
- b) Mechanical Checks Service – Schedule 2.
- c) AA Dealer Promise Service – Schedule 3.
- d) DNA – Schedule 4.

4.19 The Client acknowledges that the Website may include offers and incentives for Customers such as free breakdown cover. For the avoidance of doubt, UCSL is entitled to make, amend or withdraw such offers at any time in its discretion.

4.20 UCSL will present the Client’s Listings on the Website, using the parameters as follows:

- a) Relative distance from Customers’ specified location
- b) Availability of features, goods and services, which better characterise or support the Clients Listing

4.21 Customers will be able to filter Listings on the Website using Search Criteria, which will affect the Listings visible to them until they change that filter. Search criteria includes, for example, vehicle make and/or model. Listings displayed will still be presented as per clause 4.20

4.22 Where available, UCSL will present the details of its other goods and services, including financial products, within the Listing and in any individual listing.

4.23 The other goods and services offered by UCSL on the website are those which are associated with buying a vehicle. This may include, but is not limited to, vehicle finance, inspections and after sales products.

4.24 The Client may present details of its other goods and services, including financial products, within the format of Client Materials specified by UCSL and subject to the goods and services being associated with the Clients Listings.

## **5. Fees and Payment**

5.1 The Client shall pay to UCSL the Monthly Subscription Fee and any other Fees shown on the Order Form or otherwise due including (where applicable) the Fees for Add-On Services. If the Client is taking the Third Party Geo-Number Service, the Client shall pay the Monthly Geo-Number Subscription Fee and the Call Charges. Unless otherwise stated, the Fees exclude VAT which must be paid in addition where due. If the Client fails to pay any Monthly Subscription Fee when it falls due, then all future Monthly Subscription Fees that would otherwise be payable per month until the end of the Minimum Term (if the due date occurred during the first nine months of the Minimum Term) or for the next three months following the due date (if the due date occurred after the first nine months of the Minimum Term) shall immediately become due and payable.

5.2 All Fees take effect from the Start Date or (for chargeable services ordered after the Start Date) from the date when UCSL started supplying the relevant service, are invoiced monthly (unless they are one-off Fees) and are payable in full within 15 days from the invoice date or within 30 days for the Combined Service.

5.3 Excluding in the case of the Combined Service, the Monthly Subscription Fee is conditional on the number of vehicles included within the Listing at any one time not exceeding the maximum specified

in the Order Form. The Client acknowledges that UCSL is entitled to charge an additional fee at its then current rates in the event that the maximum is exceeded without UCSL's prior consent in Writing.

- 54 In the case of the Combined Service, the Monthly Subscription Fee is based on the number of vehicles inspected but subject to any minimum fee specified in the Order Form.
- 55 The Call Charges are as specified in the tariff schedule within the Client "Stats Package" area of the Website. Unless otherwise stated, prices do not include VAT, which must be paid in addition at the applicable rate. UCSL will calculate Call Charges by reference to data recorded or logged by UCSL or on UCSL's behalf and not by reference to data recorded or logged by the Client.
- 56 UCSL is entitled at any time to increase the Monthly Subscription Fee or any other fees (excluding the Monthly Geo-Number Subscription Fee which is covered below) by giving at least 30 days' notice in Writing to the Client. If so, the Client is entitled to terminate the Agreement by giving notice in Writing to UCSL, such notice to be given before, and to take effect on, the day before the new charge is to take effect. If the Client does not give such notice, then the new charge will take effect accordingly.
- 57 UCSL is entitled at any time to increase the Monthly Geo-Number Subscription Fee by giving at least 30 days' notice in Writing to the Client or to increase the Call Charges by giving at least seven days' notice in Writing to the Client. (Notwithstanding the preceding sentence, UCSL may introduce reasonable temporary price increases without notice to reflect any price changes imposed by UCSL's supplier). If UCSL gives either such notice, the Client is entitled to terminate the Third Party Geo-Number Service by giving notice in Writing to UCSL, such notice to be given before, and to take effect on, the day before the new charge is to take effect. If the Client does not give such notice, then the new charge will take effect accordingly. For the avoidance of doubt, if the Client does give notice to terminate the Third Party Geo-Number Service in accordance with the foregoing, the remainder of the Service, and the Client's continuing obligation to pay Monthly Subscription Fees, remain unaffected.
- 58 Fees are payable by direct debit, BACS or by any other method agreed by UCSL in Writing.
- 59 The Client must make all payments without any set-off, counterclaim or any other deduction.
- 5.10 If any amount due to UCSL is unpaid, UCSL may:
- a) charge reasonable additional administration costs; and/or
  - b) charge interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
  - c) suspend or terminate all or any part of the Service (without refund); and/or
  - d) immediately terminate this Agreement on giving notice in Writing.

## **6. Term and Termination**

- 6.1 The Agreement shall be deemed to come into force on the Effective Date and, except for earlier termination as provided for by this Agreement, shall continue for the Minimum Term. Either party may terminate this Agreement by giving thirty days' notice in Writing to the other party, such notice not to expire before the end of the Minimum Term. Once the Minimum Term has expired this Agreement shall (unless terminated earlier in accordance with this Agreement) continue in full force until terminated by either party giving at least three months' notice in Writing to the other party. (For

the avoidance of doubt, the Minimum Term is calculated from the Start Date and not the Effective Date).

- 62 UCSL shall be entitled to suspend the Client immediately if the Client:
- a) suffers, or threatens to suffer, any form of insolvency, receivership, administrative receivership, administration or ceases, or threatens to cease, to carry on business; or
  - b) if there is a threat of a claim made against the AA Group due to the actions of the Client; or
  - c) the Client has breached any UK legislation, including Data Protection Legislation.; or
  - d) The Client has breached its obligations under clause 7 (Intellectual Property Rights) of this Agreement; or
  - e) The Client has acted in such a way which in the reasonable opinion of UCSL would reasonably bring the UCSL and/or AA Group brand into disrepute.
- 63 Upon suspension, the Client's Listings will be removed from the Website until the suspension concludes.
- 64 UCSL may terminate this Agreement for any of the reasons set out in clause 6.2 by giving at least thirty days' notice in writing to the Client.
- 65 This Agreement may be terminated with immediate effect by either party if the other is in material default of its obligations under this Agreement and (where remediable) has failed to substantially remedy the default within 21 days after written notice is given to the defaulting party specifying the default.
- 66 The Client may terminate this Agreement by giving at least 30 days' notice in writing if UCSL suffers, or threatens to suffer, any form of insolvency, receivership, administrative receivership, administration or ceases, or threatens to cease, to carry on business.
- 67 UCSL may terminate this Agreement forthwith if:
- a) UCSL is subject to a legal or regulatory obligation which requires it to terminate the Agreement in a manner which does not allow it to respect a notice period; or
  - b) UCSL exercises a right of termination under an imperative reason pursuant to law.
- 68 Before suspension of the Client or termination of this Agreement under clause 6.4, UCSL shall provide the Client with a statement of reasons for doing so, detailing the specific facts or circumstances, including contents of third party notifications, that led to the decision. A statement of reasons will not be provided if doing so would breach a legal or regulatory obligation.
- 69 Upon termination of this Agreement for any reason:
- a) accrued rights and liabilities will be unaffected;
  - b) all licenses shall terminate;
  - c) UCSL shall cease supplying the Service and shall be entitled to cancel all Numbers; and
  - d) all clauses which are expressed or clearly intended to survive termination together with any other provision necessary for the interpretation or enforcement of this Agreement



## **7. Intellectual Property Rights**

- 7.1 All trade marks, logos, content, graphics, images, photographs, animation, videos, text and software used on or in connect with the Service and/or on the Website are the intellectual property of UCSSL or the AA Group or its suppliers or clients. The Client may not 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 UCSSL's specific prior consent in Writing.
- 7.2 The Client acknowledges that (save in relation to Client Materials) all Intellectual Property Rights in the Website and in any Customer Data or other data collected by UCSSL in connection with this Agreement are owned by UCSSL absolutely.
- 7.3 The Client must not reverse-engineer or decompile any of UCSSL's software in any way (except to the extent allowed by applicable law). The Client must not create or use a modified or derivative version of UCSSL's software or distribute or sublicense such software to third parties.
- 7.4 UCSSL acknowledges that all Intellectual Property Rights in the Client Branding and Client Materials are owned by the Client. The Client grants to UCSSL a non-exclusive, royalty-free, transferable (with right to sub-license), worldwide licence during the period of this Agreement to use, copy, alter, display, sublicense, and create extracts of, or derivative works from, the Client Branding and Client Materials in any media formats including for the purpose of redistribution of the Service or for UCSSL's own marketing purposes. The Client waives all moral rights in relation to such material to the extent legally permitted.
- 7.5 Except and strictly to the extent permitted in this Agreement or with the prior consent in Writing of AA Group or UCSSL, the Client shall not use any of the AA Groups or UCSSL's Intellectual Property Rights including but not limited to any dealer forecourt AA-branded point of sale materials, banners, flags or merchandise and shall not claim or imply that it is in any way approved, endorsed, authorised or connected with "the AA" or AA Group or UCSSL. If it is so expressly permitted, the Client shall comply strictly with any brand guidelines or other instructions provided by the AA Group or UCSSL and shall immediately cease such use on request or if it fails to comply with the applicable criteria, which may be changed by the AA Group or UCSSL at any time.
- 7.6 Unless otherwise stated, the criteria for use of the term "AA Approved Dealer" are that the Client must either be:
- a) a user of UCSSL's Mechanical Checks Service and AA Dealer Promise Service; or
  - b) an officially authorised dealer of a motor manufacturer and subject to the National Franchise Dealer Association Code.

## **8. Liability and Indemnity**

- 8.1 Any provisions in this Agreement excluding or limiting liability will apply regardless of the form of

action, whether under statute, in contract or tort including negligence or otherwise. Nothing in this Agreement in any way excludes or restricts either party's liability for negligence causing death or personal injury or for fraudulent misrepresentation or for any liability which may not legally be excluded or limited.

- 82 UCSL shall not be liable for breach of this Agreement unless the Client has given UCSL prompt notice of the breach in Writing and a reasonable opportunity thereafter to rectify the breach at UCSL's expense.
- 83 The liability of UCSL under or in connection with this Agreement in respect of for any act or omission or any series of connected acts or omissions shall be limited to the amount of Fees paid to UCSL under this Agreement in the twelve months preceding the act or omission complained of.
- 84 In no circumstances shall UCSL be liable for any consequential, indirect or special damages or for economic losses (including without limit, loss of revenues, profits, contracts, business or anticipated savings) or for damage to or loss of data or for damage for loss of reputation.
- 85 The Client agrees to indemnify UCSL against all claims and liabilities directly or indirectly related to the Client's use of the Service or to the Client's breach of this Agreement (except to the extent that UCSL is at fault).
- 86 By accessing and using the Service the Client represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service, including being fully compliant with Data Protection Legislation.
- 87 Both parties exclude all terms that are not expressly stated herein, including but not limited to any implied warranties as to quality, fitness for purpose or ability to achieve a particular result.

## **9. Personal Data**

- 91 For the avoidance of doubt, UCSL shall be entitled to use Customer Data for the purpose of providing the Service during or after the period of this Agreement subject to compliance with applicable data protection laws and regulations.
- 92 The Client undertakes to comply (including by collection of any necessary consents) with all applicable data protection laws and regulations as well as any reasonable instructions by UCSL in connection with any Customer Data and Telephone Data supplied to it by UCSL or which the Client otherwise receives in connection with this Agreement (for example via live chat initiated through the Website).
- 93 If UCSL supplies the Client with email addresses of Customers who have opted in to receipt of marketing emails from third parties, the Client must ensure that each marketing email sent to such Customers shall include an unsubscribe option. The Client undertakes not to disclose such email addresses to any third party and shall at all times comply with applicable laws and regulation in relation to the use of the emails provided.
- 94 The Client acknowledges that UCSL is entitled to process any Personal Data of the Client or its personnel in accordance with the privacy policy on the Website as varied from time to time.

## **10. Confidentiality**

10.1 Both parties shall keep in confidence any information in any form (including oral) of a confidential nature obtained in connection with this Agreement (including the terms of this Agreement) and shall not without the prior consent in Writing of the other party use that information other than for the purposes of this Agreement or disclose it to any person other than its personnel who need to know the information for the purposes of this Agreement.

10.2 This clause shall not apply to:

- a) information which becomes public knowledge has been published other than through a breach of this Agreement;
- b) information lawfully in the possession of the recipient before the disclosure took place;
- c) information obtained from a third party who is free to disclose it; and
- d) information which a party is requested to disclose and if it did not could be required by law or regulation or competent authority to do so.

10.3 This clause will remain in effect for three years from the date of this Agreement.

## **11. Notices and Service**

11.1 Any notice or other information required or authorised by this Agreement to be given by any party may be given by hand or sent (by first class post or facsimile transmission) to another party at its registered office or such other address as that party may notify to the other party for this purpose from time to time or, unless stated otherwise, by email (provided that the email has not been returned).

11.2 Any notice or other information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted.

## **12. General**

12.1 This Agreement, the DNA Terms & Condition, the Privacy Policy and the Order Form constitute the entire agreement between the parties with respect to its subject matter and supersedes any previous communications or agreements between the parties. Both parties acknowledge that there have been no misrepresentations and that neither party has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this Agreement is excluded.

12.2 Neither party is liable for breach of this Agreement (excluding non-payment) if the failure or delay is caused by any circumstances beyond the party's reasonable control including third party telecommunication failures.

12.3 The Client may not assign the whole or any part of its rights or obligations under this Agreement without the prior consent in Writing of UCSSL.

12.4 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time thereafter.

12.5 If any provision of this Agreement is held to be unlawful, void or unenforceable in whole or in part, this Agreement shall continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the offending provision in good faith to achieve the same objects.

- 126 Save insofar as expressly provided otherwise in this Agreement, no third party may enforce any clause in this Agreement under the Contracts (Rights of Third parties) Act 1999.
- 127 The relationship of the parties is that of independent contractors. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint ventures or co-owners, or constitute any party as the agent, employee or representative of the other(s), or empower any party to act for, bind or otherwise create or assume any obligation on behalf of the other(s), and no party shall hold itself out as having authority to do the same.
- 128 Each party agrees at any time upon the reasonable request of the other to do, execute, acknowledge and/or deliver all such further acts, deeds, documents and/or instruments as may be required to effect any of the transactions contemplated by this Agreement.
- 129 This Agreement shall be governed by the laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.

## SCHEDULE 1 – GEO-NUMBER SERVICE

1. This Schedule applies to the Geo-Number Service. Unless otherwise stated, this Schedule applies both to the Website Geo-Number Service and the Third Party Geo-Number Service.
2. UCSL may in its sole discretion determine which, if any, additional services to associate with any Number such as redirection of calls to the Client's own telephone number and/or use of voice recording services and may alter such additional services in its sole discretion.
3. When it first starts to use any Number, and regularly thereafter, the Client is responsible for checking that the Number has been set up and operates correctly. The Client must notify UCSL promptly if there are any faults.
4. The Client shall be entitled to use the Numbers only for the purpose of generating enquiries for its business and for no other purpose.
5. The Client shall use Numbers allocated for the Website Geo-Number Service on the Website only. If the Client displays or uses such Numbers in any other location whatever, the Client is liable to pay UCSL at its standard rates for all call charges referable to such Number from the date when the Number was allocated to the Client and irrespective of whether the calls arise from display or use on the other location or on the Website itself.
6. The Client must use the Geo-Number Service in accordance with this Agreement, with any other conditions as UCSL may notify to the Client on at least 21 days' notice in Writing, the relevant provisions (notified to the Client) of any applicable licence granted to UCSL or its suppliers and any directions given by the Director General of the Office of Telecommunications or other competent authority.
7. The Client must ensure that the Geo-Number Service is not used:
  - a) for the transmission of any material which is intended to be a hoax call to emergency services or is of defamatory, offensive, abusive or menacing character;
  - b) fraudulently or in connection with criminal offence or unlawfully; or
  - c) otherwise in a manner which constitutes a violation or infringement of the right of any other party.

Without prejudice to the foregoing, the Client undertakes not to use the Geo-Number Service in a manner which breaches the Payment Card Industry Data Security Standard ("PCI-DSS") or any other payment card industry-related contract applicable to the Client, whether by taking credit or debit card details or otherwise. The Client acknowledges that taking credit or debit card details via the Geo-Number Service is likely to breach the PCI-DSS because the telephone calls are recorded and that breach of the PCI-DSS may result in the Dealer being fined by card issuers, amongst other things.

8. UCSL is entitled without notice at any time and for any reason to substitute one Number for another Number with the same local prefix. In such case, there will be no refund or reduction in Fees.
9. The Client shall not resell, license, distribute or in any other way make any Numbers available for use (i.e. receipt of calls) by any third party.
10. The Client shall use Telephone Data only to monitor the extent of telephone traffic via the Website or, in the case of the Third Party Geo-Number Service, other relevant location, to review the quality of staff telephone call handling and/or for customer service training. For the avoidance of doubt, the

Client shall not disclose Telephone Data to any third party and shall not make any copies of Telephone Data. The Client acknowledges that UCSL is entitled to delete call recordings from the Client's control panel (or other part of the Service) after three months or such alternative period as UCSL may determine).

11. In the case of the Third Party Geo-Number Service, UCSL will place a default voice message on incoming calls warning that the call will be recorded for training and monitoring purposes. The Client acknowledges that before use it will check and satisfy itself that that that message is suitable for its purposes.
12. UCSL is entitled without cause at any time and, but only insofar reasonably practical, on giving notice in Writing, to suspend the Geo-Number Service (without refund) if:
  - a) requested by UCSL's supplier or any competent authority; or
  - b) the Client is in breach of this Agreement.

Such right of suspension is without prejudice to any right of UCSL to subsequently cancel any Service or terminate this Agreement.

13. UCSL is entitled without cause at any time on giving notice in Writing to immediately cancel any specific Number(s) and/or the Third Party Geo-Number Service and/or the Website Geo-Number Service. If so, for the avoidance of doubt, this Agreement will continue in relation to the remainder of the Service. Insofar as any such cancellation relates to the Website Geo-Number Service, there will be no refund or reduction in Fees unless otherwise agreed by UCSL in Writing. Insofar as any such cancellation relates to the Third Party Geo-Number Service, and provided that the Client has not breached this Agreement, there will be a pro-rata refund of any Monthly Geo-Number Subscription Fees paid by the Client in advance insofar as they relate to (1) the cancelled part of the Service and (2) the period post-cancellation. For the avoidance of doubt, the Client remains liable to pay all Monthly Geo-Number Subscription Fees and Call Charges up to the cancellation date and to continue to pay any such Fees thereafter which relate to any non-cancelled part of the Third Party Geo-Number Service.
14. The Client is entitled at any time on giving notice in Writing to immediately cancel the Third Party Geo-Number Service. If so, for the avoidance of doubt, this Agreement will continue in relation to the remainder of the Service. There will be no refund or reduction of any Fees and the Client remains liable to continue to pay all Monthly Geo-Number Subscription Fees until the end of the current Minimum Term (if the cancellation date occurred during the first nine months of the Minimum Term) or for the next three months following the cancellation date (if the cancellation date occurred after the first nine months of the Minimum Term).
15. The Client remains liable to pay Call Charges in respect of telephone calls made after cancellation of the Third Party Geo-Number Service or after termination of this Agreement. It is the Client's responsibility to remove the relevant Number(s) from the relevant Third Party Site after cancellation/termination by either party.
16. The Client acknowledges that any Number may be allocated to a third party following cancellation of the Number or relevant Service or upon termination of this Agreement.

## SCHEDULE 2 – MECHANICAL CHECKS SERVICE

1. If the Client selects UCSL's Mechanical Checks Service, UCSL shall make available to the Client the facility to book Mechanical Checks and to display the results within its Listing.
2. The Client acknowledges that Mechanical Checks are carried out by AADL ("the Provider") and not by or on behalf of UCSL and that the Client contracts direct with the Provider for the supply of the Mechanical Checks on the terms at [https://www.vcars.co.uk/aa\\_mechanical\\_check\\_terms\\_and\\_conditions.pdf](https://www.vcars.co.uk/aa_mechanical_check_terms_and_conditions.pdf). The Client agrees to pay the Provider's applicable fees, which shall be included within the Fees and collected by UCSL on the Provider's behalf. UCSL shall inform the Client of the amount of Fees payable to the Provider on request in Writing by the Client. The Client further acknowledges that UCSL has no liability to it in connection with the Mechanical Checks and that any legal recourse relating to the supply of the Mechanical Checks (including as to their quality) lies against the Provider and not UCSL.
3. It is the Client's responsibility to promptly and regularly check and satisfy itself as to the display of Mechanical Check results within the Listing. For the avoidance of doubt, UCSL is not liable in the event of any complaints or claims by Customers or other third parties arising from the display of Mechanical Check results.
4. UCSL may in its discretion make available Display Material for use in connection with the Mechanical Checks. Usage of certain of such Display Material, such as banners, may be subject to payment of a Fee which shall be non-refundable. The banner, and any other Display Material so specified by UCSL, shall be returnable to UCSL. The Client shall be responsible for loss or damage to any returnable Display Material. The Client shall at its expense store the returnable Display Material for at least 21 days following termination of the Mechanical Checks to enable collection on behalf of UCSL. The Client shall be entitled without liability to dispose of the returnable Display Material if the same have not been collected on behalf of UCSL within such 21-day period.

### SCHEDULE 3 – AA DEALER PROMISE SERVICE

1. In order to use the “AA Dealer Promise” Service, the Client shall, in respect of all vehicles which it offers for sale, comply in full with all of the terms of the “AA Dealer Promise” as specified in the plaque and any other Display Material supplied to the Client by UCSL and with any other applicable conditions specified by UCSL at any time including in communications to the Client or on the Website.
2. The Client is entitled to display the Display Material in its premises.
3. The Client is entitled to refer to its commitment to the “AA Dealer Promise” on its website provided that it uses the exact text, layout and branding supplied by UCSL and without any amendment by the Client.
4. For the avoidance of doubt, the Client is not entitled to make any public reference to the “AA Dealer Promise” or similar except insofar as expressly stated above.
5. The Dealer shall provide prompt and full-cooperation with any audit request by UCSL.
6. Either party is entitled at any time for any reason to terminate the “AA Dealer Promise” Service by notice in Writing to the other. In such case:
  - a) the Client shall immediately remove all related Display Material from its premises as well any references to the “AA Dealer Promise” Service on its website; and
  - b) for the avoidance of doubt, this Agreement will continue in relation to the remainder of the Service.



#### **SCHEDULE 4 – DNA**

The Client agrees to be bound by the DNA terms and conditions at all times when using the DNA service.