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TERMS AND CONDITIONS OF SERVICE

We have developed an online service for vehicle data management available through our website (and/or related websites) (collectively referred to as “Service”)

VEHICLE ANCESTRY LTD is a company incorporated in England and Wales with company number 10747337 whose registered office is at 8 Rowthorn Drive, Shirley, Solihull, West Midlands, England, B90 4ST and references to “we”, “us”, and “our” in these Terms and Conditions should be read as references to Vehicle Ancestry Ltd.

These Terms and Conditions together with any consent boxes ticked by the parties from time to time form the **agreement** and set out the conditions on which we will provide the Service. By payment of our Charges and receipt of our Service you are the Customer, (referred to as “you” or “your” in these Terms and Conditions).

These Terms and Conditions were last updated in **September 2023**. We may vary these Terms and Conditions from time to time. It is your responsibility to regularly review the Terms and Conditions. Your continued use of the Service (as defined below) shall be deemed to be acceptance of the updated Terms and Conditions.

These Terms and Conditions of Service apply to the agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

It is agreed as follows:

1 Definitions and Interpretation

1.1 The following definitions shall apply to these Terms and Conditions:

“**agreement**”: has the meaning given in the third paragraph of these Terms and Conditions.

“**Authorised User/s**”: your employees, agents and/or independent contractors who are authorised to use the Service and/or the Vehicle Ancestry Data on your behalf.

“**API**” – the third party link available which we use to share Vehicle Ancestry Data with you if you are a Trade Customer.

“**Business Day**”: a day other than Saturday, Sunday or a public holiday when the banks in London are open for business.

“**Business Hours**”: 9.00 am to 5.00 pm local UK time, each Business Day.

“**Change of Control**”: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly and **controls, controlled** and the expression **change of control** shall be interpreted accordingly.

“**Charges**”: the fees payable by you to us for the Service which are set out on the Pricing page of our website, or for large volumes of vehicle lookups where the charges are not listed on our website, or as otherwise agreed by us in writing from time to time.

“**Confidential Information**”: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.1.

“**Customer Data**”: the data inputted by you, any Authorised Users, or by us on your behalf for the purpose of providing the Service or facilitating your use of the Service.

“**Data Protection Laws**”: means any applicable law relating to the processing, privacy and use of personal data, as applicable to either party or the Service, including:

- (a) the UK GDPR (as defined);
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (d) any other applicable law in the UK relating to the processing, privacy and/or use of personal data;
- (e) any laws which implement any such laws; and
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

“**Cybersecurity Requirements**”: any English laws, regulations, codes, guidance (from regulatory and

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advisory bodies, whether mandatory or not), international and national standards and sanctions, which are applicable to either you or an Authorised User (but not to us) relating to security of network and information systems and security breach and incident reporting requirements, all as amended or updated from time to time.

"party" or "parties": is either us or you as the context dictates, and **"parties"** means both together.

"Permitted Purpose": has the meaning given in clause 11.3(a).

Platform – our platform Software which is available through our website, or on any other website named by us from time to time on which the Vehicle Ancestry Data is hosted.

"Representatives": has the meaning given in clause 11.1.

"Service": access to the Platform or API which you may use to request Vehicle Ancestry Data relating to vehicles that are registered in the UK, as provided by us to you in connection with these Terms and Conditions.

"Software": the online software applications including the visual interfaces, graphics, design, compilation, information, data computer code (including source code or object code) provided by us or our third party licensors as part of the Platform, API or Service.

"Trade Customer": a business to business Customer who requires use of the Service.

"Trade Marks": Vehicle Ancestry Ltd's trade marks, whether registered or unregistered.

"Vehicle Ancestry Data": any data produced and owned by us or our third party licensors in connection with the Service, including, without limitation, any certificates relating to a vehicle.

"Virus": any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any

programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, and the term **Viruses** shall be interpreted accordingly.

"Vulnerability": a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

"UK GDPR": has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

2 Licensed Use of the Service

2.1 Subject to your payment of the Charges, in accordance with clause 9.1 below, the restrictions set out in this clause 2.1 **Error! Reference source not found.** and the provisions of these Terms and Conditions, we hereby grant to you a non-exclusive, non-transferable right and licence, to permit the Authorised Users to use the Service and access the Platform and the Vehicle Ancestry Data during the Term solely for your internal business operations.

2.2 In relation to the Authorised Users, you undertake that:

- a) the Authorised Users that you authorise to access and use the Service and the Vehicle Ancestry Data shall be either within your own company (and not within your wider group of companies) or sub-contractors or authorised third party users under your control; and
- b) each Authorised User shall keep a secure and confidential password for their use of the Service and the Vehicle Ancestry Data.

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2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Service that:

- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b) facilitates illegal activity;
- c) depicts sexually explicit images;
- d) promotes unlawful violence;
- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- f) is otherwise illegal or causes damage or injury to any person or property;

and we reserve our right, without liability or prejudice to our other rights to you, to disable your access to any material that breaches the provisions of this clause (and this will not affect any other right which we may have under these Terms and Conditions or under any applicable law).

2.4 You shall not:

- a) except as may be allowed by any applicable law or to the extent expressly permitted under these Terms and Conditions:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, all or any portion of the Software and/or Vehicle Ancestry Data (as applicable) in any form or media or by any means; or
 - ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise

reduce to human-perceivable form all or any part of the Software; or

- b) access all or any part of the Platform and/or Vehicle Ancestry Data in order to build a product or service which competes with the Service and/or the Software; or
- c) except for as permitted by clause 4, license, sell, rent, lease, transfer, assign, distribute, display, disclose, distribute or otherwise commercially exploit, or otherwise make the Service and/or Vehicle Ancestry Data available to any third party, or
- d) introduce or permit the introduction of any Virus or Vulnerability into our network and information systems.

2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and/or the Vehicle Ancestry Data and, in the event of any such unauthorised access or use, promptly notify us.

2.6 We shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for:

- a) planned maintenance (and we will use reasonable endeavours to inform you of the times and duration of such planned maintenance); and
- b) unscheduled maintenance which will negatively impact the system performance.

3 Nature and use of the Service

3.1 You may either purchase the Service:

- a) on a package basis (where you will purchase a specified number of vehicle lookups) as set out on the Pricing page of our website; or

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- b) by paying a fee for each vehicle lookup requested.
- 3.2 You acknowledge and agree that the Service is not intended to be used as the sole basis upon which you, your business or your customers make a decision, and it is prudent that the Platform and the Vehicle Ancestry Data is used as one of a number of factors in your or your customers decision making process alongside such other research and due diligence as you, or your customer shall determine.
- 3.3 You acknowledge and agree that the data we collect to provide the Service and the Vehicle Ancestry Data is based on data provided by third parties and we provide no warranty or guarantee in respect of the accuracy or completeness of such data.
- 3.4 You acknowledge and agree that we shall have no liability for:
 - a) the inaccuracy, incompleteness or other error in the Service and/or Vehicle Ancestry Data which arises as a result of data or information which is provided to us by you or any third party;
 - b) any decision which you, your business or your customer makes following your use of the Service and/or Vehicle Ancestry Data; or
 - c) the failure of the Service and/or Vehicle Ancestry Data to achieve any particular result for you, your business or your customer.
- 3.5 If, following a purchase or request by you for Service we are unable to perform the Service for any reason, we will promptly inform you by email and we will not charge you. If you have already paid for the Service we will, at our absolute discretion:
 - a) refund any amount you have paid to us; or

- b) provide you with a credit equivalent to the number of lookups which you requested but which we were unable to perform that you make use to request our Service in the future.

- 3.6 Except as set out in clauses 3.5, where you purchase the Service on a package basis we will not refund any sums which you have paid to us where you fail to use some or all of the Service purchased for any reason.
- 3.7 We will, as part of the Service use reasonable endeavours to provide you with such other information or assistance as you may require in relation to the Service. We reserve the right to charge an administration fee for such support.

4 Sale of Vehicle Ancestry Data to third parties

- 4.1 You may provide, sell or distribute Vehicle Ancestry Data to your customers subject to these Terms and Conditions, however you acknowledge and agree that we have not appointed you as our reseller or distributor and when you resell or distribute Vehicle Ancestry Data you are not acting on our behalf and your activities shall not be deemed to establish any partnership or joint venture between us, and shall not constitute you the agent of us, or authorise you to make or enter into any commitment on our behalf.
- 4.2 You shall have no right to use the Trade Marks.
- 4.3 When providing Vehicle Ancestry Data to your customer you shall inform your customer of the limitations set out in clauses 3.2 to 3.4.

5 Data protection

You are a data controller and we are a data controller for the purposes of processing protected personal data pursuant to these Terms and Conditions. We shall, and shall ensure that our agents, subcontractors or other third parties engaged by us and each of our own personnel shall, at all times comply with all Data Protection Laws in connection with the

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processing of protected personal data and the provision of the Service and shall only process personal data as set out in our [Privacy Notice](#). Nothing in these Terms and Conditions relieves you of any responsibilities or liabilities you may have under the Data Protection Laws.

6 Third party providers

You acknowledge that the Service does not enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites. We shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third-party website, or any transactions completed, and any contract entered into by you, with any third party. We do not endorse or supply any third-party website content via our Service.

7 Our obligations

7.1 We will carry out the Service with all reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to our instructions, or modification or alteration of the Service by any party other than us or our duly authorised contractors or agents. If the Service does not conform with the undertaking at clause 7.1, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 We:

a) do not warrant that:

- i. your use of the Service will be uninterrupted or error-free;

- ii. that the Platform, Vehicle Ancestry Data and/or the information obtained by you through the Service will meet your requirements or the requirements of your customers;

- iii. the Software, the Platform, our website and/or the API link will be free from Vulnerabilities or Viruses; or

- iv. the Software, the Platform and/or the Vehicle Ancestry Data will comply with any Cybersecurity Requirements;

7.4 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the failure of your internet connection or from the transfer of data over communications networks and facilities, including the internet, from you to us or vice versa and you acknowledge that the Service and Vehicle Ancestry Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.5 Nothing in these Terms and Conditions shall prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to the Service.

7.6 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under these Terms and Conditions.

7.7 In the event of any loss or damage to Customer Data, your sole and exclusive remedy against us shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data. We shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party

Commented [1]: Include a link to your privacy notice here.

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(except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back-up).

8 Your obligations

8.1 You shall:

- a) provide us with all information as we may request in order to provide the Service; including but not limited to the Customer Data, security access information and configuration services;
- b) without affecting your other obligations under these Terms and Conditions, comply with all applicable laws and regulations with respect to your activities under these Terms and Conditions;
- c) carry out all other responsibilities set out in these Terms and Conditions which are applicable to you in a timely and efficient manner;
- d) ensure that the Authorised Users use the Service and the Vehicle Ancestry Data in accordance with these Terms and Conditions and shall be responsible for any Authorised User's breach of these Terms and Conditions including responsibility for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party;
- e) obtain and shall maintain all necessary licences, consents, and permissions necessary for us, our contractors and our agents to perform their obligations under the agreement, including without limitation the Service;
- f) ensure that your network and systems comply with the relevant specifications provided by us from time to time; and

- g) be, to the extent permitted by law and except as otherwise expressly provided in these Terms and Conditions, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the your network connections or telecommunications links or caused by the internet.

8.2 You shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9 Charges and payment

9.1 The price of the Service will be as displayed on our website from time to time, or, as a Trade Customer we will agree a price with you when you request the Service.

9.2 Payment for the Service must be made at the point of purchase. We shall be under no obligation to provide any part of the Service until payment has been made and received by us in full and cleared funds.

9.3 All amounts and fees payable by you for the Service:

- a) shall be payable in pounds sterling;
- b) are, subject to clauses 3.5, non-cancellable and non-refundable;
- c) are exclusive of value added tax, which shall be payable in addition at the appropriate rate.

9.4 We shall be entitled to increase our Charges from time to time but any increase will not apply retrospectively.

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10 Proprietary rights

10.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software and the Vehicle Ancestry Data. Except as expressly stated herein, these Terms and Conditions do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, Trade Marks, or any other rights or licences in respect of the Software or the Vehicle Ancestry Data.

10.2 We confirm that we have all the rights in relation to the Software and the Vehicle Ancestry Data that are necessary to grant all the rights we purport to grant under, and in accordance with, these Terms and Conditions.

11 Confidentiality

11.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or their Representatives (as defined below) to the other party and that party's Representatives in connection with the agreement, including but not limited to:

- a) the existence and terms of the agreement or any agreement entered into in connection with the agreement;
- b) any pricing for the Service which we agree with you but which is not displayed on our website;
- c) any information that would be regarded as confidential by a reasonable business person relating to:
 - i. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or, where applicable, of any member of the group of companies to which a disclosing party might belong); and

- ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or, where applicable, of any member of the group of companies to which a disclosing party might belong);
- d) any information developed whilst carrying out the agreement.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.

11.2 The provisions of this clause shall not apply to any Confidential Information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) the parties agree (in writing) may be disclosed.

11.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations

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- under or in connection with these Terms and Conditions (**Permitted Purpose**); or
- b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.
- 11.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.6 A party may, if it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms and Conditions are granted to the other party, or to be implied from these Terms and Conditions.
- 11.8 Except as expressly stated in these Terms and Conditions, no express or implied warranty or representation concerning Confidential Information is made.
- 11.9 The above provisions of this clause 11 shall survive for a period of two years from termination or expiry of the Service.
- 12 Indemnities**
- 12.1 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your (including your employees', agents', third party licensors' and sub-contractors') use of the Service and/or Vehicle Ancestry Data.
- 12.2 We shall defend you, your officers, directors and employees against any claim that your use of the Service or Vehicle Ancestry Data in accordance with these Terms and Conditions infringes any United Kingdom intellectual property right.
- 12.3 In the defence or settlement of any claim we may procure the right for you to continue using the Service, replace or modify the Service so that it becomes non-infringing or, if such remedies are not reasonably available, immediately terminate the agreement without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 12.4 In no event shall we, our employees, agents or sub-contractors be liable to you to the extent that the alleged infringement of any UK intellectual property right is based on a modification of the Service or Vehicle Ancestry Data by anyone other than us or our third party licensors; your use of the Service or Vehicle Ancestry Data in a manner contrary to the instructions given to you by us or our third party

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- licensors; or your use of the Service after notice of the alleged or actual infringement us or any appropriate authority.
- 12.5 The foregoing and clause 13.3 (b) states your sole and exclusive rights and remedies, and our (including our employees', agents', third party licensors' and sub-contractors') entire obligations and liability, for infringement of any UK intellectual property right.
- 12.6 You shall keep us indemnified against all liabilities suffered or incurred by us as a result of or in connection with any damage to the Service which occurs as a result of our providing access to the Service to a third party on your request.
- 13 Limitation of liability**
- 13.1 Except as expressly and specifically provided in these Terms and Conditions:
- a) you assume sole responsibility for results obtained and/or decisions made as a result of your use of the Service and the Vehicle Ancestry Data, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you or by one of our third party licensors in connection with the Service, or any actions taken by us at your direction;
 - b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions; and
 - c) the Service and the Vehicle Ancestry Data are provided to you on an "as is" basis.
- 13.2 Nothing in the agreement excludes any liability:
- a) for death or personal injury caused by our negligence; or
 - b) for fraud or fraudulent misrepresentation; or
 - c) any wilful or deliberate act or omission under the agreement.
- 13.3 Subject to clause 13.1 and clause 13.2:
- a) we shall not be liable for loss of production, loss of profit (actual or anticipated, direct or indirect), loss of product, loss of anticipated savings, loss of use, loss of business and business interruption, loss of revenue, loss of contract, depletion of goodwill and/or similar losses or loss, damage or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising under these Terms and Conditions; and
 - b) notwithstanding any other provision in these Terms and Conditions and whether the cause of action for any claim arises in connection with the performance or contemplated performance of the Services in contract or in tort, in negligence or for breach of statutory duty, breach of personal data, misrepresentation, restitution or otherwise, in relation to any and all causes of action our total liability in the aggregate for all claims shall be limited to the Charges (if any) paid by you to us in the 12 months immediately preceding the date on which the claim arose.
- 13.4 Nothing in these Terms and Conditions excludes your liability for any breach, infringement or misappropriation of our intellectual property rights.

14 Termination

- 14.1 Without affecting any other right or remedy available to us, including our right to receive the full Charges due to us, either party may terminate the agreement with immediate effect by giving written notice to the other party if:
- a) the other party fails to pay any amount due under these Terms and Conditions on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - b) the other party commits a material breach of any other term of these Terms and Conditions and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
 - c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either
 - e) unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - f) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these Terms and Conditions is in jeopardy; or
 - g) you undergo a Change of Control.
- 14.2 Should you cancel the Service for any reason you shall not be entitled to any refund for Services which you have purchased but have not used (whether in part or in full).
- 14.3 On termination of these Terms and Conditions for any reason: all licences granted under these Terms and Conditions shall immediately end and you shall immediately cease all use of the Service;
- a) we shall destroy or otherwise dispose of any of the Customer Data in our possession; and
 - b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms and Conditions which existed at or before the date of termination shall not be affected or prejudiced.
- 14.4 On termination of these Terms and Conditions for any reason any provision that expressly or by implication is intended to come into or continue in force on or after termination or expiry of

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these Terms and Conditions shall remain in full force and effect.

15 General

- 15.1 **Force majeure.** Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for thirty (30) days the party not affected may terminate these Terms and Conditions by giving a further seven days' written notice to the affected party.

16 Variation

We may vary the agreement from time to time and will give you notice of any such variation prior to the variation becoming effective.

- 16.1 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 **Rights and remedies.** Except as expressly provided in these Terms and Conditions, the rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.4 **Severance.** If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions.

16.5 Entire agreement

- a) These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- b) In agreeing these Terms and Conditions you acknowledge that you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.
- c) You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.
- 16.6 Nothing in this clause shall limit or exclude any liability for fraud.
- 16.7 **Assignment.** You shall not, without our prior written consent, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the agreement.
- 16.8 **No partnership or agency.** Nothing in these Terms and Conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any

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representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 16.9 **Third party rights.** These Terms and Conditions do not confer any rights on any person or party (other than the parties to these Terms and Conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.10 **Notices.** Any notice given to a party under or in connection with these Terms and Conditions shall be in writing and shall be given in accordance with the Notice provisions set out in the Order Form. For the avoidance of doubt, unless specified otherwise, this shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the addresses notified by one party to the other from time to time.
- 16.11 Any notice shall be deemed to have been received:
- a) if delivered by hand, at the time the notice is left at the proper address;
 - b) 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
 - c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 16.12 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17 Complaints.** If you have a complaint please contact us by emailing info@vehicleancestry.co.uk or by telephoning 0330 3110441 or by filling in the form on the Contact Us page of our website and we will do our best to resolve any problems you have.
- 18 Governing law.** The agreement 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 interpreted in accordance with the law of England and Wales.
- 19 **Jurisdiction.** Any dispute or claim arising out of our performance of the Service or these Terms and Conditions (including their formation) shall be governed by and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).