

Car Passport Service

Terms and Conditions of Use for Trade Buyers

Due to the nature of the Car Passport Service there are two separate parts to the Terms and Conditions of Use:

Part A – Terms and conditions in relation to the **Car Passport Service** (“CPS”) (*excluding the Car History Check*); and

Part B – Terms and conditions in relation to the use of the **Car History Check** provided as part of the CPS.

Part A

1. Definitions

Account: means the account enabling you to use the CPS.

Branch Administrator: means the individual in a Trade Buyers organisation responsible for creating additional user accounts for a branch, as applicable.

Car Passport: means a report with the results of a car check providing Trade Buyers with vehicle history information on a nominated vehicle.

Company Administrator: means the individual in a Trade Buyers organisation responsible for setting up the Account and creating additional Branch Administrators and/or user accounts, as applicable.

Our Material: means content, data, and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the CPS (whether on a computer screen, in email or paper format, as the case may be) including website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets.

Terms: means these Terms and Conditions in relation to the CPS.

Trade Buyer: means a user who is part of a franchised or non-franchised motor dealer, auction house, equipment manufacturer, finance company, insurance company, fleet or leasing company, aftermarket service provider, an automotive systems and integration company, law enforcement agency or salvage company.

Website: means a website operated by us at <http://www.rac.co.uk/business/commercial-services/car-passport> through which we provide the CPS and any replacement websites from time to time.

References to "we", "us" and "our" in these Terms are to RAC Motoring Services (Company Number 01424399).

References to "you" or "your" in these Terms are to you as a Trade Buyer of the CPS.

2. General

RAC Motoring Services is a company registered in England and Wales at Companies House. Our registered office is at RAC House, Brockhurst Crescent, Walsall, WS5 4AW and our registered number is 01424399.

You must be a Trade Buyer acting in your business capacity to use and make purchases through the CPS.

If you have any questions about these Terms or the CPS, please contact our customer services department at Dealerpassport@rac.co.uk or by telephone on 0330 159 0365.

3. Our Agreement

These Terms deal with your access to and use of CPS which is available to you on the Website and any Car Passports you purchase from us (the "Agreement").

We intend to rely on these Terms and it is our intention that you will be legally bound by them when you use the CPS. You must therefore read and accept these Terms

when you register for the CPS and each time you log-in to use the CPS to purchase a Car Passport.

By ticking the box entitled "I accept Car Passport terms and conditions" you are agreeing to these Terms. These Terms will apply to each Car Passport that you purchase. We are entitled to change the Terms from time to time, so you should always read the Terms that you are asked to accept at the point that you purchase any additional Car Passports.

Please note that we may not necessarily keep a copy of the Terms and any orders for Car Passports you may make. You should print a copy of the Terms and maintain a record of Car Passports ordered for your information in the future. You can download a PDF version of the Terms here www.rac.co.uk/buying-a-car/car-passport/terms-and-conditions.

Our Agreement and all communications between us will be in English.

4. Use of Information

All information delivered to you (whether on a computer screen or in an email or on paper, as the case may be) as part of the CPS ("the Information") shall at all times belong to us or our licensors.

Except as otherwise permitted under Clause 5 of Part B, you are not permitted to:

- reproduce, modify or distribute the Information;
- create a database from the Information; and/or
- otherwise commercially exploit the Information; and/or
- sell, transfer, deal in or otherwise make available either the ability to conduct a search or any Information to a third party.

5. Registration and Log-In Details

To use the CPS you must register and create an Account via the Website by entering information about your business and following the on-line registration process. This will be set-up by your organisation's Company Administrator.

To log in to your Account once created you will need to use your unique log-in details. Please contact the Company Administrator or Branch Administrator in your

organisation for a username and a password in order to access the CPS by a separate user-account.

6. Using the CPS

Following successful registration the CPS will be available to log into from the Website. To order a Car Passport enter the vehicle registration (and other optional information) on the landing page. The Car Passport will be delivered to you electronically via the internet within a few minutes. Additional searches can be made at the appropriate rate.

Each Car Passport will receive the benefit of the Data Guarantee in respect of the Car History Check element of the CPS, subject to the and Terms and Conditions contained in Part B.

You are responsible for ensuring that:

- (i) you have all you need to gain access to and to use the Website (including computer hardware and software, telecommunications facilities and communications equipment)
- (ii) your data submitted via the Website is true and accurate and free from viruses and other harmful code.

If you are accessing and using the CPS as a Company Administrator or Branch Administrator, you undertake that you will (i) have the appropriate and continuing authority within your organisation to grant, maintain, restrict and suspend access to the CPS (ii) immediately withdraw access rights from branches and/or specific users who leave your organisation and/or no longer need access to the CPS; (iii) communicate your role as Company Administrator or Branch Administrator to those within your organisation and remind individual users of their security responsibilities periodically and monitor adherence to these Terms by carrying out spot checks periodically; (iv) comply with any security advice given by us; (v) notify us immediately if you cease to work for your organisation or cease to act as a Company Administrator.

7. Providing the CPS

Whilst we use all reasonable care and skill in the supply of the Information to you, the Information has been supplied to us by third parties, and therefore we cannot warrant that (nor can we be held responsible for ensuring that) any of the Information provided to you as part of the CPS is correct, accurate or complete.

We may terminate or suspend your access to the Website and/or your use of the CPS without notifying you if you provide false/incorrect information at registration, or in our view there has been a serious failure by you to comply with your responsibilities in these Terms (for example non-payment of fees, misuse of the Website or Our Materials, or for fraud).

8. Problems with the CPS

If you have any problems using the CPS, viewing a Car Passport or if you think that anything contained in a Car Passport may be incorrect, please contact our customer services department immediately. Where you believe that the information contained in the Car History Check is incorrect, our customer service team will deal with your complaint in relation to the Information contained in the Car History Check. Where there is an issue with the Information provided in the Car History Check, you may be able to claim under the Data Guarantee (subject to the terms and conditions in Part B).

Our customer services department can be contacted using the details provided in Clause 2 of Part A above.

9. Our Liability to You

The Terms do not exclude or limit our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud; or
- any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We are only liable to you for losses which you suffer that are caused directly by our breach of the Terms. We are not responsible to you for any other loss you may suffer (including as a result of negligence), including but not limited to any indirect or consequential loss of damage at all, or for any loss of business, capital, profit,

reputation or goodwill whether caused by us, our servants or agents arising out of or in connection with this Agreement.

Except as set out under the Data Guarantee in Part B if we are liable to you under the Terms, you agree that our liability (except for death or personal injury arising from our negligence) is limited to the amount that you paid to us for the Car Passport in question.

All other warranties, conditions and representations (other than fraudulent misrepresentations) whether express or implied shall be excluded to the extent that we are legally permitted to do so.

10. Fees and Payment

Fees for the CPS are based on an annual volume based pricing mechanism and are available to view on the Website.

At the date of writing the current fees are as follows:

Volume (per annum)	Price (excl. VAT) per passport
1 - 5,000	£2.99
5,001 - 10,000	£2.49
10,001 - 25,000	£1.99
25,001 - 50,000	£1.49

Fees are subject to change at any time by us posting details of the new fees on the Website. The fees on the Website do not include all taxes, such as VAT, which you may have to pay in respect of the CPS.

Payment for the CPS is by Direct Debit only and will be invoiced monthly in arrears.

11. Delivery & Cancellation

Due to the nature of the service, and the fact that your search results are delivered to you immediately, we are unable to accept any cancellation from you once you have submitted your order for a Car Passport.

12. Security and Data Protection

You will at all times maintain all licenses and registrations under any applicable laws, including the Data Protection and Consumer Credit Legislation and comply with all applicable laws, including the Data Protection and Consumer Credit Legislation.

We will use any information given to us by you or collected by us during your use of the Website only in accordance with our [Privacy Policy](#).

Additionally you agree and consent to us disclosing relevant information about you collected by us from the information you provide to us as part of the CPS (including your name, address and details of your usage of the CPS) to any person to whom we consider that it would be expedient to do so, for the sole purposes of preventing, detecting or discouraging crime, for the apprehension or prosecution of offenders, or for the recovery of stolen vehicles or other property. Without limiting the foregoing, you expressly agree and consent to us disclosing any such information about you to:

- i) a person claiming to be owner of a vehicle against which you have ordered a Car Passport; or
- ii) the police or other law enforcement authorities.

13. General Terms

We operate a policy of continually reviewing and developing the CPS, and accordingly we reserve the right, provided that we give you reasonable notice, to make any changes to the CPS, or discontinue or substitute the CPS or parts thereof, at any time where we deem this to be necessary to comply with any applicable statutory requirements, or in the event that the CPS or parts thereof are provided by a third party and that third party withdraws, discontinues or otherwise terminates provision of those services to us, or which in our reasonable opinion do not materially affect the nature or quality of the CPS.

You may not transfer, assign or in any way make over to any third party the benefit of the Agreement or any part of it.

No third party may use or rely on any information provided to you as part of the CPS. A person who is not a party to the Terms has no right to enforce any term under them.

We will not be liable for any delay in or failure to perform any of our respective obligations under the Agreement due to any cause beyond our reasonable control.

If any provision of the Agreement is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you or on your behalf by a third party.

This Agreement is governed by the laws of England & Wales. If a dispute arises between us, the Terms shall be subject to the exclusive jurisdiction of the courts of England & Wales.

Part B

Car History Check Service Terms and Conditions

1. Definitions

References to "we", "us" and "our" in these Terms are to RAC Motoring Services (Company Number 01424399).

References to "you" or "your" in these Terms and Conditions are to you as a Trade Buyer of the Car History Check Service.

"**Our Material**" means content, data, and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the Car History Check Service (whether on a computer screen, in email or paper format, as the case may be) including website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets belonging to us or our licensors.

"**Car History Check Service**" means our used car information service to provide Trade Buyers with vehicle history information which forms one element of the Car Passport Service ("CPS") that is available on the Website. A list of the data included in the Car History Check Service is set out in Appendix A. This service automatically includes the Data Guarantee described in Clause 10.

"**Terms and Conditions**" means the terms and conditions set out here in Part B.

"**Trade Buyer**" means a user as part of a franchised or non-franchised motor dealer, auction house, equipment manufacturer, finance company, insurance company, fleet or leasing company, aftermarket service provider, an automotive systems and integration company, law enforcement agency or salvage company.

“Website” means a website operated at

<http://www.rac.co.uk/business/commercial-services/car-passport> through which we provide the Car History Check Service and any replacement websites used by us from time to time.

"Your Data" means information and data you have provided to us in connection with the Car History Check Service, which may from time to time include Personal Data as defined by the Data Protection Act 1998 (as amended).

2. Important information about these Terms and Conditions

2.1 These Terms and Conditions relate to your use of the Car History Check Service.

2.2 We intend to rely on these Terms and Conditions and it is our intention that you will be legally bound by them when you use the Car History Check Service. YOUR ATTENTION IS DRAWN TO THE SECTIONS ON “OUR LIABILITY TO YOU” (Clause 8) AND OUR “WARRANTIES AND DISCLAIMERS” (Clause 7). If you do not understand any point or wish to make a complaint you should contact our customer service department (contact information at Clause 2 of Part A).

3. Our Services

3.1 In order to conduct a Car History Check search, the vehicle against which you wish to search must be registered in the United Kingdom (including Northern Ireland). For the avoidance of doubt, this does not include vehicles registered in the Jersey, Guernsey or the Isle of Man.

3.2 The Car History Check Service does not provide information on (a) the physical condition of any vehicle, (b) the roadworthiness or safety of any vehicle, (c) whether the vehicle has been “written off” (unless it was written off by an insurance company), (d) whether any vehicle is a “clone” bearing a false vehicle registration mark and vehicle identification number, or (e) whether any vehicle was originally purchased and/or imported from another European Union country other than the UK. You will need to make your own investigations if you require information on any of these aspects of any vehicle(s) you own or intend to purchase.

4. Permitted Use of Our Material

4.1 You are permitted to access and make use of Our Material in the ordinary course of your business for lawful purposes only and in a manner that does not infringe our intellectual property rights, those of our licensors, or any third parties. Any access or use other than that which is in the ordinary course of your business must be expressly agreed by us in writing and in advance. Except as provided in Clause 5.7 below, you acknowledge and accept that any data provided to you may only be used by you for the purposes of appraising, or verifying the current status of a vehicle owned or proposed to be purchased by you in connection with your business, for the purposes of verifying the provenance of such vehicle prior to selling, purchasing or processing such vehicle in the ordinary and lawful course of your business (the "Purpose"). You agree that you will treat all data in strict confidence and that except for the Purpose and as provided in Clause 5.7 below, you will not use the data or any part of it nor have any right over or access to it. In particular (and without prejudice to the generality of the foregoing) you shall not resell or (save under a statutory duty or pursuant to any court order) disclose or supply any of the data, to any third party. You undertake to apply to all data no lesser security measures and degree of care than those which you apply to your own confidential or proprietary information and which you warrant as providing adequate protection of such information from unauthorised disclosure, copying or use.

4.2 You are responsible for ensuring that Your Data submitted to the Website is true and accurate and free from viruses and other harmful code.

4.3 In certain circumstances we are authorised by DVLA to allow disclosure of the Vehicle Identification Number (VIN) as part of a trade check. Disclosure to you of a VIN is only permitted for the Purpose set out in Clause 5.1 above. Should we become aware of any misuse associated with disclosure of the VIN, or are so advised by the DVLA, we reserve the right to remove this facility from your reports with immediate effect and without further notice and/or terminate this agreement.

4.4 The VIN is disclosed to assist in confirming the identity of the vehicle by validating that the vehicle registration mark searched relates to the correct vehicle or to confirm a correct VIN to be compared to the VIN displayed on the relevant vehicle. You may display the VIN on the vehicle search report, recorded within the application modules to handle vehicle inventory, recorded on the vehicle inventory, stock report, ledgers and customer database / service record and/or included in information disclosed to vehicle purchaser / owner, dealership staff, sub-contractors

and auditors, but not otherwise and only providing that such use is always in accordance with the purpose as set out in Clause 5.1 above.

4.5 We reserve the right to undertake spot check audits relating to the use and storage of Our Material (including but not limited to VIN data released by the DVLA), and monitor usage volumes or patterns and respond to any indication of misuse or abuse with immediate termination of access. You must take all reasonable steps to ensure measures are in place to stop unauthorised VIN disclosure.

4.6 You must not (i) retain VIN data for longer than necessary (ii) use it for unauthorised purposes (iii) disclose the full VIN to third parties beyond the terms of your agreement with us.

4.7 None of Our Material may be reproduced or redistributed without our prior written permission, except that you are permitted to market the vehicle and supply to a customer purchasing such vehicle, one printed copy of the data supplied by us under the agreement PROVIDED ALWAYS that such data supplied to your customer is in the written or electronic form supplied to you by us (without amendment to any of the contents) and that supply to your customer is free of charge (whether monetary or otherwise).

5. Intellectual Property

5.1 You agree that all and any intellectual property rights comprised in Our Material, any data, our trade names and service marks, any software or any other aspect of the Car History Check Service provided to you (including but not limited to copyright, database right and rights of confidence), insofar as they belong to us or our licensors, shall remain either ours or our licensors exclusive property. No intellectual property rights in any of the foregoing are transferred or licensed to you, except as expressly provided in these Terms and Conditions. You also agree that the copyright, database right and other intellectual property rights in any information relating to the vehicle which you provide to us as part of the Car History Check Service will become either our property or that of our licensors when such information is stored on the Website.

6. Warranties and Disclaimers

6.1 We will endeavour to provide the Car History Check Service with reasonable care and skill and to ensure that the Car History Check Service is substantially as described on the Website and in these Terms and Conditions.

6.2 We take steps to ensure that Our Material is free from computer viruses and other harmful computer programs. However, we cannot guarantee this due to the nature of the Internet. You are advised to use appropriate firewall and anti-virus software to protect your computer and data.

6.3 We use reasonable skill and care in the sourcing and supply of the information which is made available to you on or in connection with the Car History Check Service. However, in the case of information we obtain from third party sources (including the details supplied by you), we cannot guarantee that any of that information is correct, accurate, complete, error free or up-to-date. However, the Car History Check Service does provide you with a Data Guarantee in respect of certain financial losses, the terms of which are set out in Clause 10 below.

6.4 Nothing provided by us on or in connection with the Car History Check Service is, or shall be deemed to constitute financial, legal or other advice. The information we provide is not intended to be relied on by you in making (or refraining from making) any specific decision or to replace independent professional advice. Any and all information provided by us on or in connection the Website is for general information purposes only.

6.5 Except for the commitments we expressly make in these Terms and Conditions, we do not make any other commitments or warranties about the Website or the Car History Check Service.

7. Our liability to you

7.1 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage that you suffer that is a foreseeable result or consequence of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into these Terms and Conditions.

7.2 Except as otherwise stated in Clause 8.3, apart from any entitlement you may

have to compensation under the Data Guarantee in accordance with Clause 10, our aggregate liability to you arising out of or in connection with the Car History Check Service provided on or in connection with the Website shall not exceed £100.

7.3 Nothing in these Terms and Conditions excludes or limits our liability to you in any way in respect of:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents of subcontractors;
- (b) our fraud or fraudulent misrepresentation; or
- (c) any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability.

7.4 Except as set out in Clause 8.3, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an event outside of our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

7.5 We are not responsible for the following:

- (a) for any damage caused to any hardware or software used to access, use or download the Car History Check Services, unless we have been negligent;
- (b) for losses you suffer under any contract you have with a third party through which your access to the Car History Check Services is arranged or paid for.
- (c) for your use or the operation of the Website itself.

7.6 We have no liability to you for any business losses or other indirect losses or consequential loss of damage at all which happen as a side effect of the main loss or damage that you may incur, including, without limitation:

- (a) lost business data;
- (b) lost profits or contracts;
- (c) lost earnings, income or revenue;

- (d) business interruption or reduction in the value of an asset;
- (e) loss of anticipated savings.

7.7 If any problems arise with your use of the Car History Check Services, or you wish to make a complaint about the Car History Check Service please contact us as soon as possible using the customer service contact details in Clause 2 of Part A.

8. Ending the Services

8.1 You are free to stop using the Car History Check Service at any time. However due to the nature of the service, and the fact that your search results are delivered to you immediately, we are unable to accept any cancellation from you once you have submitted your order for a Car Passport / Car History Check.

8.2 We may terminate or suspend your access to the Car History Check Service without notifying you if:

- in our view there has been a serious failure by you to comply with your responsibilities in these Terms and Conditions (for example misuse of Our Materials or for fraud);
- you provide incorrect information or persistently provide incomplete information.
- we discover misuse associated with disclosure of the VIN, or we are advised of misuse by the DVLA.
- any charges due from you under the Terms in Part A are unpaid
- you use the Car History Check Service for any purpose not expressly permitted in these Terms and Conditions
- you undergo a change of ownership to which we reasonably object
- you are (in our reasonable opinion) otherwise in material breach of the any of these Terms and Conditions.

If we do so, we may delete our records of your registration details and Your Data without liability to you.

9. Data Guarantee

Please make sure that you have read and understood the terms and conditions relating to the Data Guarantee. In order to benefit from the protection of the

Data Guarantee, you must take certain steps before purchasing the vehicle and the Data Guarantee is subject to conditions and exclusions.

9.1 The Data Guarantee

Each Car Passport will receive the benefit of the Data Guarantee in respect of the Car History Check element of the CPS.

Subject always to the Data Guarantee terms and conditions set out in this Clause 10, if you believe or discover that specific information or data provided to you as part of any Car History Check is incorrect, inaccurate or incomplete, then you may be entitled to make a claim under the Data Guarantee. Please see the Data Guarantee terms and conditions below for further details.

9.2 Your Duty of Disclosure

The Data Guarantee provided to you is based on the information you provided to us. You must ensure that any information you provide us is complete and accurate, and that you disclose any facts that may influence our decision to accept and pay a valid claim should a claim arise. Failure to disclose important information relevant to your claim may invalidate your Data Guarantee and could result in the claim not being paid.

9.3 Scope of Data Guarantee

For the avoidance of doubt, the Data Guarantee only provides cover in relation to the specific data provided to you as part of the Car History Check Service. You will need to make your own arrangements to assess the condition of the vehicle and ensure that it is safe and legal for you to drive any vehicle you purchase as a result of conducting a Car History Check.

The losses against which you will be protected by the Data Guarantee (the "Losses") are certain financial losses which are set out below.

9.4 Protection provided by the Data Guarantee

The "Losses" which the Data Guarantee provides coverage against are certain financial losses arising from issues in the information provided to you in the Car

History Check as set out below:

Issue with Information	Description of Loss	Limit of Protection
Missing or incomplete financial information in respect of the vehicle	If you fail to obtain good title to the vehicle as a result of missing or incomplete financial data you are protected against losses up to the market value of the vehicle at the time you make the claim under the Data Guarantee. We will make payments to the lender of any outstanding finance on the vehicle (up to the Limit of Protection) in order that you can obtain good title to the vehicle.	£10,000
Missing or incomplete Category A or B insurance loss markers indicating a total insurance loss	The purchase price you paid for the vehicle less any scrap value you have received for the vehicle up to the market value at the time of the claim under the Data Guarantee.	£10,000
Missing marker indicating that the vehicle has been reported as stolen	The purchase price you paid for the vehicle up to the market value of the vehicle when the claim is made under the Data Guarantee.	£10,000
Inaccurate or incomplete Category C or D, or any other insurance loss markers excluding Categories A and B	<p>Either:</p> <p>(1) where you retain ownership of the vehicle, the reduction in the market value of the vehicle;</p> <p>or</p> <p>(2) where you have sold the vehicle, the market value of an identical vehicle without the insurance loss marker which was omitted from the Car History Check less the price you received for the vehicle.</p> <p>In each of the above cases, the market value of the vehicle is the market value at the time of the claim under the Data Guarantee.</p>	The lower of 50% of the market value of the vehicle or £10,000

The market value referred to above is determined with reference to the retail value of the vehicle published in Glass's Guide (published by Glass's Information Services Limited) adjusted for the mileage and condition of the vehicle.

The limit of protection set out above is the maximum amount that we will pay you in the event of a successful claim under the Data Guarantee for each of the Losses

specified, unless you have paid an additional fee to increase the limit of indemnity, as described below.

9.5 Increasing the limit of indemnity

You will have the option to purchase an increase to the limit of indemnity under the Data Guarantee provided with the Car History Check for each Car Passport that you purchase.

Fees for increasing the limit of indemnity will be made available to view on the Website. At the date of writing the current fees are as follows:

Limit of Indemnity	Price (excl. VAT)
£10,000	Standard indemnity. No additional charge
£15,000	+ £0.25
£20,000	+ £0.50
£25,000	+ £1.00
£30,000	+ £1.50

Fees are subject to change at any time by us posting details of the new fees on the Website. The fees on the Website do not include all taxes, such as VAT, which you may have to pay in addition.

9.6 Conditions of the Data Guarantee

You must carry out the following checks before you purchase the vehicle:

- Confirm that the vehicle identification number (VIN) in the Car History Check matches the vehicle identification number (VIN) on the vehicle and in the vehicle registration certificate (V5C).
- Confirm that the vehicle registration mark (VRM) in the Car History Check matches the vehicle registration mark (VRM) on the vehicle and in the vehicle registration certificate (V5C).
- Confirm that the other details provided in the Car History Check match those of the vehicle and the vehicle registration certificate (V5C).
- Confirm the full name of the seller of the vehicle and verify this by checking their passport or driving licence.
- Confirm the address of the seller of the vehicle and verify this by checking a utility bill.
- Confirm the contact details of the seller of the vehicle.

- Confirm that the seller of the vehicle will provide you with a valid receipt which states the amount you paid for the vehicle and the date you purchased the vehicle. This receipt must also be signed by the seller. You must also ensure you obtain this receipt following the purchase.

In order to successfully make a claim under the Data Guarantee, you must have carried out all of the above checks and acted as a reasonably prudent purchaser. This means that where you have good reason to suspect the vehicle is not genuine or that you have been given incorrect information by the seller, you must take precautions to avoid Losses when purchasing the vehicle by:

- carrying out the above checks; and
- checking that all information supplied by the seller of the vehicle is correct.

For the avoidance of doubt, you are expected to take into account the information provided in the Car History Check in acting as a reasonably prudent purchaser.

In order to make a successful claim under the Data Guarantee, the following conditions must be met:

- You must be a Trade Buyer acting in the course of your trade, business, or profession and not as a private individual.
- The Car History Check must be carried out before you purchase the vehicle.
- If the vehicle is more than 3 years old, the vehicle must be purchased with a valid MOT certificate.
- If the vehicle has been purchased from a private individual, it must be purchased from the person named as the "registered keeper" on the vehicle registration certificate (V5C).
- You must inspect the full vehicle registration certificate (V5C) before you purchase the vehicle to confirm that you are purchasing the vehicle from the registered keeper.
- The vehicle must be purchased inside the United Kingdom.
- You must provide us with correct and complete information about the vehicle when you order the Car History Check.
- The vehicle identification number (VIN) must correspond with the vehicle registration mark (VRM) held by the DVLA in respect of that vehicle identification number (VIN).

- We have a right to inspect the vehicle once you have made a claim. If we choose to exercise this right, you must allow us to carry out this inspection.
- You must provide us with evidence of any Losses, such as receipts, and any other documentation that we might reasonably require to assess your claim.

9.7 Exclusions from the Data Guarantee

The Data Guarantee will not provide protection against Losses in the following circumstances or for the following losses or expenses:

- You did not meet the checks and conditions, or failed to act as a reasonably prudent purchaser as set out at conditions of the Data Guarantee above.
- The vehicle has a false vehicle registration mark (VRM) or vehicle identification number (VIN).
- The Loss, whether arising from the loss, destruction of or damage to the vehicle, occurs after the date of the Car History Check.
- The Data Guarantee does not provide protection for cash payments which exceed £1000 or 10% of the purchase price of the vehicle (whichever is the lower).
- The mileage of the vehicle shown in the Car History Check is different to a previous higher reading recorded in any other mileage database or is different to mileage displayed on the vehicle or accompanying documentation.
- The colour of the vehicle shown in the Car History Check is different to the colour recorded by the DVLA.
- Details of the registered keeper (including the number of keepers and/or dates of any changes to the registered keeper) or information identifying that the vehicle has been imported or exported is not held by the DVLA.
- You have paid an unreasonable purchase price for the vehicle. An unreasonable price to be a price which is less than 70% of the market value of the vehicle determined in reference to the retail value published in Glass's Guide and adjusted for mileage.
- Losses arising for vehicles other than cars, motorcycles or light commercial vehicles weighing up to 3.5 tonnes.
- Losses resulting from the vehicle not being registered with the DVLA in the United Kingdom or which bears a vehicle registration mark (VRM) with the prefix or suffix "Q" or losses in respect of vehicles registered in Jersey, Guernsey or the Isle of Man.

- Losses arising from any incident prior to the vehicle first being registered with the DVLA.
- Losses arising in respect of a vehicle which was stolen in a jurisdiction other than the mainland United Kingdom.
- Losses in respect of the vehicle's description, value, documentation, condition or roadworthiness.
- Losses not included in the table above under the heading "Protection provided by the Data Guarantee" including financial losses.
- The vehicle was not purchased by you as a Trade Buyer in the ordinary course of your business.
- You had prior knowledge of the circumstances giving rise to the claim.
- You have ignored any information in the Car History Check Service which would have put a reasonably prudent purchaser on notice that the vehicle should not be purchased, or proceeded to purchase the vehicle despite the details provided by the seller not matching the information provided in the Car History Check.
- You knowingly make a false or fraudulent claim under the Data Guarantee.
- You have not paid for the Car Passport Service / Car History Check Service in accordance with the agreed payment terms or the terms of any credit facility.
- Where a Car History Check Service has been carried out after your agreement with us has ceased for any reason.
- You were not in possession of a valid motor traders' insurance policy at the time of the Car History Check Service.
- Where you have already made a claim hereunder in relation to the same vehicle (whether in relation to the same or a separate Car History Check Service).
- Where any loss arises from a fraudulent transaction which prevents good title from being passed from the vendor.
- If you have not made reasonable efforts to contact the vendor of the vehicle in order to resolve the issue and recover the loss, unless expressly requested not to do so by the police.

9.8 Duration of Protection provided by the Data Guarantee

The Data Guarantee will provide protection against the Losses for up to 12 months following the date of the Car History Check.

9.9 *Making a Claim*

If you wish to make a claim, you need to contact us using the customer service contact details in Clause 2 of Part A.

10. Changes to these Terms and Conditions

10.1 Sometimes, because of changes to the Car History Check Service, changes in the law or our arrangements with third parties, we may have to make changes to these Terms and Conditions. You can tell when changes have been made by checking the version and date on which they were last modified indicated at the start of Part B of these Terms and Conditions.

10.2 We will not notify you individually of any changes in these Terms and Conditions. It is therefore important that you check these Terms and Conditions regularly and in particular on each occasion when you use the Car History Check Service.

11. Other important information

11.1 No-one except us and you has any right to enforce these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.2 You may not transfer any or all of the rights granted to you under these Terms and Conditions to any other person.

11.3 We may in our discretion discontinue or modify the Car History Check Services at any time. We will try to ensure that any such discontinuation or modification does not materially adversely affect the nature of the Car History Check Services provided to you.

11.4 All communications between us will be conducted in the English language.

11.5 Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you or on your behalf by a third party.

11.6 English law applies to these Terms and Conditions. If any disputes arise between you and us in relation to these Terms and Conditions and you want to take

court proceedings, you must do so in the English courts unless you reside in Scotland, Wales or Northern Ireland, in which case you may do so in the courts of the country in which you reside.

Appendix A (this relates to the definition of “Car History Check”)

Make

Model

Transmission

Fuel Type

Body Type

Colour

Engine Number

Number of Gears

First Registered Date

CO2 emissions (rating)

Engine Capacity

Stolen Status

High Risk Status

Finance Status

Write Off Status

Plate Change Status

Colour Change Status

Previous Keeper Change Status

Mileage Status

CO2 emissions (g/km)

Import Status

Export Status

Vehicle Identification Number Confirmation