

# ASTON BARCLAY PLC

## TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.astonbarclay.net](http://www.astonbarclay.net) (our site), whether as a guest or a registered user.

Please read these terms of use carefully before you start to use our site.

By using our site, you indicate that you accept these terms of use and the terms of the documents referred to in them, and that you agree to abide by them. If you do not agree to these terms of use, or the terms of the documents referred to in them, please refrain from using our site.

### 1 Information About Us

[www.astonbarclay.net](http://www.astonbarclay.net) is a site operated by Aston Barclay Plc ("we/us"). We are registered in England and Wales under company number 01644813 and have our registered office at The Car Auction, Drovers Way, Chelmsford, Essex CM2 5PP. Our VAT number is 802 2586 25.

### 2 Accessing Our Site

- 2.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 2.3 If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 2.4 You warrant that all information you provide when registering to use our site (or when updating your registration details) is true and complete and you shall indemnify us against all liabilities, losses, claims, fees and expenses that may arise out of or in connection with any breach of these terms of use, whether made by you or any third party logging into our site using your log in details.
- 2.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site using your user name and password, are aware of these terms, and that they comply with them. You will be liable for all transactions carried out under your user name and password, therefore it is in your interests to keep these safe.

### 3 Prohibited uses

- 3.1 You may use our site only for lawful purposes. You may not use our site:
  - 3.1.1 In any way that breaches any applicable local, national or international law or regulation.

- 3.1.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - 3.1.3 For the purposes of harming or attempting to harm minors in any way.
  - 3.1.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - 3.1.5 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 3.2 You also agree:
- 3.2.1 Not to reproduce, duplicate copy or resell any part of our site in contravention of the provision of these terms of use.
  - 3.2.2 Not to access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party.

#### **4 Intellectual Property Rights**

- 4.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 4.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **5 Reliance on Information Posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

In particular, you acknowledge and confirm we have no liability or obligation whatsoever to you in respect of any representation or statement made by us on our site about the

specification, colour or condition (together "details") of the vehicles listed there. All such details are provided for information purposes only. All vehicles are available for inspection prior to the commencement of the auction and you should satisfy yourself as to the details of the relevant vehicle prior to placing any bids, whether through our online system or otherwise.

## **6 Our Site Changes Regularly**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **7 Our Liability**

7.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

7.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

7.1.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

(a) loss of income or revenue;

(b) loss of business;

(c) loss of profits or contracts;

(d) loss of anticipated savings;

(e) loss of data;

(f) loss of goodwill;

(g) wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

7.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **8 Information About You and Your Visits to Our Site**

We process information about you in accordance with our [Privacy Policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## 9 Transactions Concluded Through Our Site

All bids you place through our site and all transactions you conclude for the purchase of vehicles through the use of our site are governed by our [Online Auction User Terms And Conditions](#) and the [General Conditions of Auction \(Chelmsford - Prees Heath - Westbury\)](#) of our relevant subsidiary company (as defined in section 736 of the UK Companies Act 1985) which is conducting the auction.

## 10 Viruses, Hacking and Other Offences

- 10.1 You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 10.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 10.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## 11 Linking to Our Site

- 11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 11.2 You must not establish a link from any website that is not owned by you.
- 11.3 Our site (whether in whole or part) must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the following 'content standards':
- 11.3.1 Contributions on that website must:
- (a) Be accurate (where they state facts).
  - (b) Be genuinely held (where they state opinions).
  - (c) Comply with applicable law in the UK and in any country from which they are posted.
- 11.3.2 Contributions on that website must not:
- (a) Contain material which is defamatory of any person.
  - (b) Contain any material which is obscene, offensive, hateful or inflammatory.

- (c) Promote sexually explicit material.
- (d) Promote violence.
- (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (f) Infringe any copyright, database right or trade mark of any other person.
- (g) Be likely to deceive any person.
- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (i) Promote any illegal activity.
- (j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (k) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (m) Give the impression that they emanate from us, if this is not the case.
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **12 Links From Our Site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **13 Jurisdiction and Applicable Law**

13.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

13.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **14 Trade Marks**

Aston Barclay Live <sup>TM</sup> is a trade mark of Aston Barclay Plc.

## **15 Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are

binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## **16 Your Concerns**

If you have any concerns about material which appears on our site, please contact [chris.mann@astonbarclay.net](mailto:chris.mann@astonbarclay.net).

Thank you for visiting our site.