

**ADVERTISERS**  
**TERMS AND CONDITIONS**

**1 Length of Contract**

- a) All Emails to be sent within a Twelve Month Period, from date of invoice.
- b) All unused emails will be void after this time.

**2 Invoices**

- a) All invoices are to be settled in-full on a 7-day invoice whether or not emails have commenced.
- b) We reserve the right to charge interest on invoices remaining unpaid after this 7 day period in addition to the Debt Recovery fee of £50.
- c) Interest will be charged at 8% APR in accordance with section 69 of The County Court Act 1984

**3 Ownership of Rights**

All rights, including copyright, are owned by or licensed to Automotive Trade Database Ltd. Any use of this data, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost any of our data for any purpose.

**4 Damage to your Computer**

We try to ensure that all emails sent from us and all our websites are free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website

**5 Our Liability**

The use of our database 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:

- a) All conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity.
- b) 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:
  - c) loss of income or revenue;
  - d) loss of business;
  - e) loss of profits or contracts;

- f) loss of anticipated savings;
- g) loss of data;
- h) loss of goodwill;
- i) wasted management or office time; and
- j) 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.

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.

We exclude all liability for any illegality arising from or error, omission or inaccuracy in material posted on our site by third parties and we take no responsibility for such material. We make no warranties, express or implied, as to the content or to the accuracy and reliability of the material or any content or information that you transmit to other uses of the site. We are not responsible for the conduct, whether online or offline, of any user of our site.

## **6 Liability**

- a) Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract
- b) Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **7 Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

## **8 Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.