



	<h2>DEALER TERMS</h2>	
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Date: 03.05.16 // "effective date"

Tootle is the trading name of Online Auto Sales Ltd.,  
registered in England and Wales,  
Company number 09325623  
Address: 21 Dartmouth Street, London, SW1H 9BP  
Tel: 020 3327 9557

[www.tootle.co.uk](http://www.tootle.co.uk)



## **DEALER TERMS AND CONDITIONS**

**THIS DOCUMENT SETS OUT THE TERMS ON WHICH TOOTLE, THE TRADING NAME OF ONLINE AUTO SALES LTD (“TOOTLE”, “US”, “WE”) PROVIDES A DEALER OR CAR BUYING SERVICE (“DEALER”, “YOU”, “YOUR”) WITH THE SERVICES. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. BY USING THE SERVICES IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS (“TERMS”).**

*IMPORTANT NOTICE: As a Buyer, You will enter into a contract directly with a Seller for the purchase of a vehicle listed on this Website. Tootle is not a party to that contract, and Buyers and Sellers will be separately responsible and liable to one another under the terms of that contract. Tootle simply connects Buyers and Sellers through the Website. We provide more information on how we do this below, and the terms and conditions that apply.*

### **1. DEFINITIONS**

The following words and expressions shall have the following meanings:

**“Buyer”** means a company or organisation registered to purchase vehicles through the Website;

**“Contract”** means the contract between Tootle and You in respect of the relevant and applicable Services, and which incorporates these Terms;

**“Offer”** means a non-binding offer of money to purchase a vehicle from a seller. The offer amount is what the Seller will receive and is exclusive of any Sourcing Fee;

**“Privacy Statement”** means such policy in relation to data protection and privacy as is displayed on the Website from time to time;

**“Services”** means the services made available by Tootle to You to facilitate Your purchase of a Seller’s vehicle through the Website;

**“Seller”** means the individual, company or organisation from whom You purchase a vehicle through the Website;

**“Seller Content”** means all information (in all current and future formats) created by the Seller, submitted to and/or published by Tootle on the Website, including, without limitation, photographs, messages, comments, reviews, profiles, and documents;

**“Sourcing Fee”** means the fee You agree to pay Tootle if you purchase a vehicle through the Website.

**“Use”** means having access to the relevant and accessible Services and “Using” shall be construed accordingly;

**“Vehicle Profile”** means the online profile of a vehicle for sale that contains photographs and other information;

**“Website”** means the website owned and managed by Tootle and operating from [www.tootle.co.uk](http://www.tootle.co.uk)

**Where a notice is given in writing, such notice may also be given by email.**



## **2. INFORMATION ABOUT US**

- 2.1 Tootle, the trading name of Online Auto Sales Ltd., is registered in England and Wales under company number 9325623 and with our registered office and main trading address at 3rd Floor, 21 Dartmouth Street, London, United Kingdom, SW1H 9BP.

## **3. REGISTRATION AND ACCESS TO THE SERVICES**

- 3.1 You must be:

3.1.1 legally capable of entering into binding contracts; and

3.1.2 not in any way prohibited by the applicable law in the jurisdiction which You are currently located to enter into these Terms,

3.1.3 An authorised representative of a company, registered in the United Kingdom, that is either a car dealer or a car buying service.

to use these Services as a Buyer.

- 3.2 By agreeing to these Terms, You agree to Your registration with Tootle as a Buyer.

- 3.3 By Using the Services, You warrant that You have the right, authority and capacity, in respect of Your status as a Buyer to enter into and be bound by these Terms.

## **4. FORMATION OF THE CONTRACT BETWEEN YOU AND TOOTLE**

- 4.1 The date for the commencement of Your Contract with Us shall be the date that You register as a dealer on the Website.

- 4.2 The Contract shall be effective and in force until terminated by either party in accordance with clause 10 hereunder.

- 4.3 Notwithstanding the foregoing, We reserve the right at our sole and absolute discretion and for any reason whatsoever to accept or reject Your application as a Buyer and/or refuse You access to the Services or part thereof.

## **5. OUR OBLIGATIONS TO YOU**

- 5.1 Tootle will maintain all necessary insurances, licenses and consents required to deliver the Services.

- 5.2 Tootle will use its reasonable endeavours to deliver the Services to You. Our ability to provide the Services and the availability of the Website may be impaired by conditions or circumstances that are beyond our control. Such circumstances may result in the Services and/or the Website being temporarily unavailable. We will take reasonable action to minimise the disruption caused by such circumstances, but some such interruptions may not be avoidable.

- 5.3 We reserve the right to make changes to the Services from time to time, and We may add, remove, modify and/or vary any elements of the Services.

## **6. YOUR OBLIGATIONS TO US**

- 6.1 You shall comply with all applicable laws, regulations, directives and legislations which apply to Your Use of the Services.

- 6.2 Where You Use the Services You warrant and undertake:



- 6.2.1 to provide to us true, correct and accurate information;
- 6.2.2 to promptly inform us in the event that any information that You have provided to us changes or becomes inaccurate; and
- 6.2.3 to cooperate with reasonable security or other checks or requests for information made by Tootle from time to time.

6.3 You shall not transfer, assign or sub-licence Your right to use the Services.

6.4 Tootle reserves the right, in its sole discretion, to take any action that it deems necessary and appropriate in the event it considers that there is a breach or threatened breach of the Terms set out in this clause 6.

6.5 We may provide you with login details or a unique link to access certain features and functionalities of the Service. You Agree not to disclose Your login details or unique link to a third party.

## **7. BUYING A VEHICLE**

7.1 By purchasing a vehicle from the Website, You acknowledge and agree that You are entering into a contract directly with a Seller for the sale of the vehicle listed on Tootle's Website. Tootle is not a party to that contract, and Buyers and Sellers will be separately responsible and liable to one another under the terms of that contract.

7.2 When You register as a Buyer, You are required to provide Us with details on Your dealership or car buying service as well as contact information (including telephone and email address) of a primary contact.

7.3 The Website includes information from third parties, including but not limited to, Seller Content, technical specifications, service history, and background checks. We do not verify this information and there may be errors in this information. Tootle does not guarantee the accuracy, correctness, or reliability of this information and any reliance placed on this information by You is at Your own risk and liability.

7.4 The views expressed in any Seller Content, including any review of You or Your business, are the views of the Seller and not those of Tootle. We disclaim any liability for any views made in Seller Content.

7.5 If You agree to purchase a vehicle through the Website, Tootle will provide You with the Seller's name and contact phone number, so that You may contact the Seller to arrange completion of the sale.

7.6 You agree to use the Seller's contact information solely for the purpose of purchasing the advertised vehicle. You will not contact the Seller for other reasons or add the Seller to any marketing list without the explicit consent of the Seller to do so.

7.7 An Offer is non-binding. You can adjust or withdraw Your Offer at any point up to purchase of the vehicle. Nonetheless, We expect You to honour Your Offer amount if the vehicle is in the condition as described in the Vehicle Profile.

7.8 All cars purchased from a Seller that originated from the Tootle website will be liable to the Sourcing Fee if the deal is completed within 60 days of the Vehicle Profile first going live. This applies even if the deal is completed off-line.

## **8. PAYMENT FOR SERVICES RENDERED**

8.1 If You purchase a car through the Website, You agree to inform Tootle that You have purchased a vehicle and agree to pay Tootle the Sourcing Fee. The Sourcing Fee will be clearly communicated by Tootle.

8.2 Tootle will send You an invoice for the Sourcing Fee. Payment is due within 7 days of receipt of invoice.



- 8.3 We reserve the right to terminate access to the Service if You fail to make payment by the invoice due date or if You complete purchases of vehicles through the Website and do not inform Us.



**9. INTELLECTUAL PROPERTY RIGHTS**

9.1 All trademarks, logos or other marks identifying Tootle remain the exclusive property of Tootle, whether or not specifically recognised or protected under the laws of any applicable territory. Nothing contained in these Terms shall grant any right, title or interest in the Trademarks.

**10. TERM AND TERMINATION**

10.1 Subject to clause 10.3 and 10.4 and unless otherwise expressly set out to the contrary in these Terms, our Contract with You shall remain in force for the duration of Your registration with Us.

10.2 Tootle may terminate Your Contract at any time and for any reason.

10.3 Tootle reserves the right to suspend and/or terminate Your access to the Website immediately on notice if:

10.3.1 We believe that there has been fraudulent use, misuse or abuse of the Services; or

10.3.2 We believe that You have provided us with false, inaccurate or misleading information in respect of Your registration and/or the Services.

10.4 The following terms and all clauses required for their interpretation shall survive the termination of these Terms for any reason: 3, 5, 6, 8, 9, 10, 11, 12, and 13.

**11. EXCLUSION OF WARRANTIES AND LIABILITIES**

11.1 Unless expressly provided to the contrary in these Terms and to the maximum extent permitted by law, Tootle excludes all representations, warranties, obligations and liabilities in connection with the information provided through the use of the Services and/or the Website, including but not limited to warranties of satisfactory quality, non-accuracy, completeness, reliability, fitness for a particular purpose or otherwise.

11.2 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of our breach of the Terms and such amount that We may pay to You for such loss or damage You suffer under or arising out of Your Contract shall be limited in the aggregate to the greater of (i) the charges paid by You to us under Your Contract or (ii) two hundred pounds (£200.00).

11.3 We shall not be responsible for any:

11.3.1 losses, damages, costs and expenses which were not reasonably foreseeable to be incurred by You and could not have been reasonably foreseeable by You or Us on entering these Terms; or

11.3.2 loss of profits, contracts or business, loss of an anticipated outcome or anticipated savings.

11.4 We do not exclude or limit in any way our liability for:

11.4.1 death or personal injury caused by our negligence;

11.4.2 fraud or fraudulent misrepresentation;

11.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

11.4.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).



- 11.5 In the event that You have a claim or right of action against a Seller, You agree to pursue such claim or action independently of and without any demands from Tootle, and You fully and completely release Tootle from all claims, liability and damages arising from or in any way connected to such claim or action.
- 11.6 In the event that a claim or action is brought against Tootle in connection with or arising from Your activities or Use of the Services, including any breach by You of these Terms or any charges or complaints made by other parties against You, You agree to pay, hold harmless and defend Tootle in such claim or action. You also agree to cooperate as fully as reasonably required in the defence of any claim and allow Tootle to assume the exclusive defence and control of such matter.
- 11.7 We only supply the Services for Your commercial or business purpose only. We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **12. PRIVACY STATEMENT**

- 12.1 We enforce a strict privacy policy which is available at [www.tootle.co.uk/privacypolicy](http://www.tootle.co.uk/privacypolicy). The terms of the Privacy Statement form part of these Terms and You agree to be bound by them.

## **13. GENERAL**

- 13.1 Tootle may alter or amend these Terms by giving reasonable notice on the Website. By continuing to Use the Services and/or the Website after expiry of the notice period, You will be deemed to have accepted any amendment to these Terms. If, on receipt of such notice, You wish to terminate Your agreement with Tootle, You may do so by giving Tootle notice of termination, such termination to take effect on the date upon which the amended Terms would otherwise have come into effect.
- 13.2 These Terms shall be governed by and construed in accordance with the laws of England and Wales and You irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute which may arise out of or in connection with these Terms.
- 13.3 These Terms do not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is either not a party to them or who is not a provider of the relevant goods and/or services.
- 13.4 You may print and keep a copy of these Terms, which form the entire agreement between You and Tootle in respect of the subject matter hereof and supersede any other communications or advertising in respect of the Services and/or the Website.
- 13.5 No delay in exercising or non-exercise by You and/or Tootle of any of its rights under or in connection with these Terms shall operate as a waiver or release of each of Your or Tootle's right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it.
- 13.6 If any part of these Terms is held unenforceable, that part shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the Terms shall continue in full force and effect.
- 13.7 Tootle shall not incur any liability to You on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control of Tootle. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, server and network failure, riots, acts of war, earthquakes, fire and explosions.
- 13.8 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, appoint a party as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.