



	<h2>SELLER 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



SELLER TERMS AND CONDITIONS

THIS DOCUMENT SETS OUT THE TERMS ON WHICH TOOTLE, THE TRADING NAME OF ONLINE AUTO SALES LTD (“TOOTLE”, “US”, “WE”) PROVIDES THE SELLER OF A VEHICLE (“SELLER” “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 Seller you will enter into a contract directly with a Buyer for the purchase of Your 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:

“Background Checks” means checks conducted by Tootle including, but not limited to, verification of ownership of Your vehicle and verification that Your vehicle has not been stolen or is an insurance write-off;

“Buyer” means the company or organisation that purchases Your vehicle through the Website or uses the Services;

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

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

“Seller” means the current owner of the vehicle who has registered with Tootle to find a Buyer for that vehicle;

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

“Services” means the services made available by Tootle to You to facilitate the sale of Your vehicle to a Buyer 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 Your vehicle that contains photographs and information on Your vehicle, which is used to inform Buyers about Your vehicle.

“Website” means the website owned and managed by Tootle and operating from 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 the owner of the vehicle You wish to sell;
- 3.1.2 where You are an individual, eighteen (18) years old or over;
- 3.1.3 legally capable of entering into binding contracts; and
- 3.1.4 not in any way prohibited by the applicable law in the jurisdiction which You are currently located to enter into these Terms,

to Use the Services as a Seller.

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

- 3.3 By Using the Services, You warrant that:

- 3.3.1 You have the right, authority and capacity, in respect of Your status as a Seller to enter into and be bound by these Terms;
- 3.3.2 You are the legal owner of the vehicle You wish to sell;
- 3.3.3 the vehicle has not been involved in a major accident;

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 agree to these Terms.
- 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 Seller 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 unavoidable.
- 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.



5.4 Tootle has the sole and absolute discretion to accept, modify, edit, vary, re-format, or reject the Seller Content submitted to it by the Seller for the publication of such Seller Content on its Website.

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.

6.2.4 Not to re-sell, promote for resale or for any commercial reason use the Services and/or the Website or engage in any other commercial activities unless otherwise permitted by Tootle.

6.2.5 Not to use the Website and/or Services in any way that will infringe any Intellectual Property Rights or other rights of any third parties, including without limitation, posting any information (in any format) on the Website which may be deemed to be obscene, defamatory, libellous or slanderous, or which may cause injury to, invade the privacy of or otherwise violate other rights of any person.

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.

6.6 You shall not attempt to copy the Website or its content. You shall not attempt to gain access to any restricted part of the Website. You shall not attempt to collect data by scraping or other automated means.

7. SELLING YOUR VEHICLE

7.1 By selling a vehicle through the Website, You acknowledge and agree that You are entering into a contract directly with a Buyer for the sale of that vehicle listed on the 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 Seller, You are required to provide Us with personal details, including but not limited to, Your contact details, full name and address as well as certain information relating to Your vehicle, including, but not limited to, the registration details, mileage, and any existing finance agreements relating to the vehicle.

7.3 In the event that You register as a Seller, You agree to provide Tootle with all necessary documents to verify the information You have provided relating to Your vehicle and Your contact details.

7.4 In the event that Your vehicle fails Background Checks, Tootle will cease to provide the Services to You.

7.5 Some prospective buyers may make an Offer on Your Vehicle without You creating a Vehicle Profile. To have Your Vehicle seen by the most prospective buyers You will need to create a Vehicle Profile. For the



avoidance of doubt, no vehicle Vehicle Profile will be made live until it has been approved by Tootle. Tootle will only approve a Vehicle Profile if it has satisfactory photographs and information about Your vehicle and where the vehicle has passed background checks, and Tootle is satisfied that You are genuinely looking to sell Your vehicle to a Buyer.

- 7.6 Tootle will contact Buyers and invite them to make an offer to purchase Your vehicle ("**Offer**"). Tootle will send Offers from Buyers by email and text message to the email address and mobile phone number respectively that You provided when You registered as a Seller. Tootle reserves the right to moderate Offers or withhold an Offer.
- 7.7 An Offer to buy Your vehicle is not binding. The Buyer is not committed to buy Your vehicle for that Offer price nor buy Your vehicle at all. The Buyer has the right to edit or remove the Offer at any time. An Offer to buy Your vehicle will have an expiry time and the buyer may either withdraw or lower their offer if it has not been accepted by You before the expiry time.
- 7.8 You agree to Tootle providing the Buyer or a prospect buyer with Your contact details so that the Buyer may contact You directly to complete the sale of Your vehicle. You agree to inform Tootle if you sell Your vehicle to a Buyer who made an Offer to purchase Your vehicle through the Website. By accepting an Offer You are not committed to selling Your vehicle to the Buyer.
- 7.9 Tootle cannot guarantee that any vehicle listed on the Website will attract Offers from Buyers.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 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.

9. SELLER CONTENT

- 9.1 Any views expressed in Seller Content will be Your views and not those of Tootle.
- 9.2 Tootle reserves the right to edit or remove Seller Content for any reason.
- 9.3 You shall grant Tootle a non-exclusive, transferable, royalty-free, perpetual world-wide licence to use Your Seller Content for any reason.

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 as a Seller.
- 10.2 Our Contract with You will terminate on notice with immediate effect in any of the following events:
- 10.2.1 Your vehicle fails Background Checks;
 - 10.2.2 Tootle does not approve your Vehicle Profile.
- 10.3 Tootle may terminate Your Contract at any time and for any reason.
- 10.4 Tootle reserves the right to suspend and/or terminate Your access to the Services immediately on notice if:
- 10.4.1 We believe that there has been fraudulent use, misuse or abuse of the Services; or
 - 10.4.2 We believe that You have provided Us with false, inaccurate or misleading information in respect of Your registration and/or the Service.



- 10.5 For the avoidance of doubt, if Your Services have been terminated by Us in accordance with these Terms, Your access to the Services (in whole or in part) as a Seller shall cease.
- 10.6 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 Service 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) one hundred pounds (£100.00).
- 11.3 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by You and Us at the time We entered into this contract.
- 11.4 We only supply the Services for Your own private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.5 We do not exclude or limit in any way our liability for:
 - 11.5.1 death or personal injury caused by our negligence;
 - 11.5.2 fraud or fraudulent misrepresentation;
 - 11.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 11.5.4 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).
- 11.6 In the event that You have a claim or right of action against a Buyer, 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.
- 11.7 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.
- 11.8 Tootle shall not incur any liability to any User 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.

12. PRIVACY STATEMENT



- 12.1 We enforce a strict privacy policy which is at 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 and conditions 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 and conditions 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 and supersede any other communications or advertising in respect of the Service 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.