

BAYTREE CARS LIMITED

WEBSITE TERMS AND CONDITIONS OF USE

IMPORTANT LEGAL NOTICE

ATTENTION: These Terms of Use (together with our [Privacy Notice](#) and any other documents referred to within it) apply to the entire contents of this Site and to any correspondence by e-mail between us and you. Please read these terms carefully before using this Site.

Using this Site indicates that you accept these Terms of Use in full regardless of whether or not you choose to register with the Site. If you do not accept these terms, do not use this Site.

This notice is issued by Baytree Cars Limited.

1. Definitions and Interpretations

1.1 The following words and expressions have the following meanings unless inconsistent with the context:

“Commercial Gain” includes, without limitation, using our Site as part of advertising which may result in revenue generation or personal gain, selling goods to a third party and copying, reproducing, distributing, publishing, transferring, licensing, selling, commercially exploiting or duplicating any element of our Site whatsoever;

“Site” www.baytreecars.com;

“we” “us” or “our” Baytree Cars Limited, a company registered in England and Wales with company number 06023704 whose registered office is at Burnden House, 31 Chequers Lane, Derby, England DE21 6AW and who may be contacted on info@baytreecars.com;

“Virus” any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any

programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

“you” “your”

an individual company or firm accessing our Site.

- 1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time and any subordinate legislation made from time to time under the relevant statute or statutory provision.
- 1.3 References to **“persons”** include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).
- 1.4 Use of any gender includes the other genders.
- 1.5 Words in the singular include the plural and words in the plural include the singular.
- 1.6 Any reference to **“writing”** or any cognate expression includes communications by post and email but excludes facsimile and text messages.
- 1.7 The headings to Conditions do not affect the interpretation of these Conditions.
- 1.8 Any phrase introduced by the term **“include”**, **“including”**, **“in particular”** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2. Introduction

- 2.1 You may access most areas of our Site without registering your details with us. Some parts of our website may require you to provide certain details in order to function.
- 2.2 By accessing any part of our Site, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Site immediately.
- 2.3 We may revise this legal notice at any time by updating this posting. You should check this Site from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of our Site.
- 2.4 You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and our [Privacy Policy](#) and that they comply with them.
- 2.5 Unless specified otherwise, the materials on this Site are directed solely at

those who access the Site from within the United Kingdom. We make no representation that any products or services referred to on this Site are appropriate for use, or available, in other locations or languages. If you choose to access our Site from locations outside of the United Kingdom, you are responsible for ensuring compliance with local laws if and to the extent that they are applicable.

3. Licence

3.1 Subject to Condition 3.5, you are permitted to print and download extracts from this Site for your own personal use on the following basis:

3.1.1 no documents or related graphics on this Site are modified in any way;

3.1.2 no graphics on this Site are used separately from accompanying text; and

3.1.3 our copyright, trade mark notices and this permission notice appear in all copies.

3.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Site (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of this legal notice, any use of extracts from our Site, other than in accordance with Condition 3.1 above, for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Site will automatically terminate and you must immediately destroy any downloaded or printed extracts from our Site.

3.3 Subject to Condition 3.1, no part of this Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

3.4 Any rights not expressly granted in this legal notice are reserved.

3.5 You must not visit or use this Site for the purposes of Commercial Gain.

4. Usage Terms

4.1 You may only use this Site for the intended, lawful purposes and not in any way which is offensive, defamatory, discriminatory, intended to deceive other users, promote any illegal activity or otherwise not an intended use. We maintain sole discretion as to the intended purpose of the Site.

4.2 In relation to the Site and the use of any features provided through the Site:

(a) you are responsible for configuring your own information technology, computer programmes and hardware in order to access the Site and any features of the Site and should use your own virus protection software;

(b) you shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Site that:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- (ii) facilitates illegal activity;
 - (iii) is otherwise illegal or causes damage or injury to any person or property; or
 - (iv) may cause, or be likely to cause, any damage to or have an adverse impact on, our reputation, intellectual property or goodwill; and
 - (c) you shall not use any element of the Site in an excessive or unreasonable manner or in any way intended to disrupt, damage or render unavailable or inaccessible any part of the Site.
- 4.3 Certain areas of the Site may require you to provide information in order to function as intended. Where this is the case, you warrant that the information which you provide is, to the best of your knowledge, up to date and accurate.
- 4.4 Any content you upload or submit to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 4.5 When making use of certain features on the Site, you may be asked to comply with the relevant terms and conditions relating to that feature which will be notified to you as part of your use of the relevant feature.
- 4.6 These Terms of Use do not govern any purchases or orders placed through the Site, which will be governed by the applicable terms and conditions notified to you prior to your completion of any purchase or order.

5. Service Access

- 5.1 Whilst we endeavour to ensure that our Site is normally available 24 hours a day, we shall not be liable if for any reason the Site is unavailable at any time or for any period.
- 5.2 Access to our Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

6. Links to and from other Websites

- 6.1 Any links to third party websites on this Site are provided solely for your convenience. If you use any links, you leave this Site. We may not have reviewed any such third party websites and will not control or be responsible for such websites or their content or availability. We therefore do not endorse or make any representations about any links provided to third party websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites which may be linked to this Site, you do so entirely at your own risk.
- 6.2 You may link to the home page of this Site with our prior written permission and so long as it is in a manner which is fair and legal, and neither takes advantage of nor damages our reputation. We reserve the right to withdraw this permission at any time.

6.3 All authorised links must be to the homepage of this Site and make it clear that this Site and its content are distinct from the website containing the link.

6.4 Our Site must not be framed on any other Site, nor may you link to any page other than the home page without our express permission.

7. Information contained on the Site

7.1 While we endeavour to ensure that the information on this Site is correct, we do not warrant the accuracy and completeness of the material on this Site. We may make changes to the material on this Site or described in it, at any time without notice. The material on this Site may be out of date, and we make no commitment to update such material.

7.2 The material on this Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Site on the basis that we exclude all representations, warranties and conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Site.

7.3 Any quote, price, valuation or proposal made or provided through the Site is an estimate only and does not constitute a binding commitment or offer from us, or any third party, to you. We reserve the right to decline or vary any quote, price, valuation or proposal received through the Site at any time.

8. Liability

8.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Site) and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Site in any way or in connection with the use, inability to use or the results of use of this Site, any websites linked to this Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any material from this Site or any websites linked to this Site.

8.2 Nothing in this legal notice shall exclude or limit our liability for:

8.2.1 death or personal injury caused by our negligence; or

8.2.2 fraudulent misrepresentation; or

8.2.3 any liability which cannot be excluded or limited under applicable law, including without limitation all relevant consumer law.

8.3 If your use of material on this Site results in the need for servicing, repair or

correction of equipment, software or data, you assume all costs thereof.

9. Governing Law and Jurisdiction

- 9.1 This legal notice and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of England and Wales.
- 9.2 The parties irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal notice or its subject matter.

The Site is operated by:

Baytree Cars Limited whose registered office is at Burnden House, 31 Chequers Lane, Derby, England DE21 6AW;

Registered Company Number: 06023704

VAT Number: GB911553937