

## Terms of Use

### BCA ConsumerPro

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of BCA ConsumerPro. Please read these terms of use carefully before you start to use BCA ConsumerPro.

By using BCA ConsumerPro to obtain an indicative valuation for your vehicle, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please do not use BCA ConsumerPro.

We are British Car Auctions Limited ("**we**", "**our**", "**us**" or "**BCA**"), incorporated and registered in England and Wales, whose registered office is at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XA. Our Company registration number is 00438886. BCA ConsumerPro is owned and powered by us.

In these terms of use, a reference to "**you**" is to the user of BCA ConsumerPro looking to part-exchange their car.

These terms of use govern your use of BCA ConsumerPro whether you access BCA ConsumerPro on a computer, mobile device, or any other means.

We may revise these terms of use from time to time by amending this page. You are expected to check these terms each time you use BCA ConsumerPro. The terms of use in place at the date you use BCA ConsumerPro are binding on you.

Please make sure you read these terms of use carefully. If you have any questions, please contact us on:

[salesupportuk@bca.com](mailto:salesupportuk@bca.com)

### Valuing your Car through BCA ConsumerPro

When you look to purchase a new vehicle from Honda you may wish to consider a part-exchange of your existing car (your "**Car**") as part payment towards the price of your new vehicle. If you wish to part-exchange your Car, you can obtain an initial indicative valuation of your Car through BCA ConsumerPro.

BCA ConsumerPro has been designed to allow private individuals or businesses wishing to sell a Car to obtain an indicative valuation of the Car on their own behalf and not as part of their own commercial activities. "Commercial activities" means purchasing vehicles from third parties, selling vehicles to third parties or otherwise dealing with vehicles in the course of business. You are only permitted to access and use the BCA ConsumerPro for personal, non-commercial purposes (i.e. not as part of your own commercial activities).

In using BCA ConsumerPro, you accept and agree that any valuation generated by such BCA ConsumerPro ("**Online Valuation**") is based on the information you submit to the BCA ConsumerPro and the following general assumptions about your Car:

- it will have over one month remaining on its MOT at the date of sale;
- it is not an import, i.e. it is a right-hand drive vehicle with UK registration plates;
- it has not ever been the subject to an insurance write off;
- it has not been used as a taxi, for private hire, chauffeur or rental purposes, for driving tuition, as a police vehicle or used by a local authority;
- it does not have any of the following mechanical faults (unless these have been disclosed to the retailer and accepted by them):
  - an illuminated dashboard warning light;
  - excessive smoke from exhaust emissions (to the extent this would observe the driver's vision);
  - an engine that does not start and/or run;
  - obvious issues with the gear changes and/or brakes;

- broken electrical items, meaning any of the following do not work: (i) pan/sunroof; (ii) air conditioning; (iii) central locking system; (iv) windows; and/or (v) satnav (because the media device is missing);
- it does not have a personalised registration plate, or, if the vehicle has a personalised registration plate, it will remain with the Car and no value is assigned to it; and
- you have two sets of keys for the Car.

An Online Valuation is not an offer by a Honda retailer or BCA to purchase your Car. It is simply a tool to enable you to estimate:

- the value of your Car at the time the valuation is obtained; and
- the balance of the cost of your new vehicle.

Your Honda retailer will conduct a physical inspection of your Car at the date of handover. The acceptance of your Car in part-exchange for a new Honda vehicle at the price indicated by the Online Valuation will be subject to the output of this physical inspection and any other information about your Car requested by Honda or your retailer (to confirm the condition of your Car and any other relevant factors). If, on inspection of your Car at a Honda retailer, the retailer considers that the value of your Car is affected by any aspect of its history or condition, including any unusual feature or customisation or anything which affects or limits the above assumptions, which was not apparent when you used BCA ConsumerPro, the price the retailer may be willing to pay for your Car following the inspection is likely to differ from the Online Valuation.

The Honda retailer is not obliged to purchase any Car brought to a retailer for inspection and neither are you obliged to sell any Car you bring to a Honda retailer following an Online Valuation.

### **Acceptable use of BCA ConsumerPro**

In order to preserve and maintain the functionality of BCA ConsumerPro for all Honda customers, there are a number of things which you must not do. These are set out in this section.

You must not use BCA ConsumerPro in any way that breaches any applicable local, national or international law or regulation or to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below. You may use BCA ConsumerPro only for lawful purposes.

You also agree not to access without authority, interfere with, damage or disrupt any part of BCA ConsumerPro or any network or equipment used in the provision of BCA ConsumerPro.

You agree that **you will not:**

- rent, lease, sub-license, loan, provide, or otherwise make available, BCA ConsumerPro or the services available through it, to any person without prior written consent from us;
- translate, merge, adapt, vary, alter or modify, the whole or any part of BCA ConsumerPro, nor permit BCA ConsumerPro, or the services available through it (or any part of them), to be combined with, or become incorporated in, any other programs, except as necessary to use BCA ConsumerPro as permitted in these terms;
- copy BCA ConsumerPro, or any services available through it, except as part of the normal use of BCA ConsumerPro;
- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of BCA ConsumerPro, or the services available through it, nor attempt to do any such things;
- transmit any material designed to interrupt, damage, destroy or limit the accessibility or functionality of the BCA ConsumerPro;
- do anything which might interfere with any other user's enjoyment of BCA ConsumerPro;
- use BCA ConsumerPro or the services available through it in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking

into or inserting malicious code, such as viruses, or harmful data, into BCA ConsumerPro or any operating system;

- infringe our intellectual property rights or those of any third party in relation to your use of BCA ConsumerPro;
- use BCA ConsumerPro in a way that could damage, disable, overburden, impair or compromise our systems or security (or those owned by Honda) or interfere with other users; or
- collect or harvest any information or data from BCA ConsumerPro, our systems or those owned by Honda, or attempt to decipher any transmissions to or from the servers running any services available through BCA ConsumerPro. You will not use any automated software, process, program, robot, web crawler, spider, data mining, trawling or other “screen scraping” software, process, program or system on BCA ConsumerPro.

You must comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by BCA ConsumerPro.

### **Information you provide to BCA ConsumerPro**

Any information that you upload or enter into BCA ConsumerPro relating to your Car (**Information**) must comply with the following content standards. The standards apply to each piece of Information you provide as well as the whole.

The Information you provide must:

- be true, accurate and complete (where it states a fact)
- be genuinely held (where you are giving your opinion); and
- comply with applicable law in the UK.

Failure to comply with the above content standards may affect the valuation of your Car.

The Information must not:

- contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right, trade mark or other right of ours or any other person;
- be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or to promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**You will not be required to submit any personal data to BCA ConsumerPro in order to obtain an Online Valuation.**

- Personal data is information that relates to an identified or identifiable individual (some examples are name, address, postcode, mobile number, IP address or a cookie identifier).
- You agree not to submit any Information to BCA ConsumerPro that contains personal data.

You acknowledge and agree that the Information you submit to BCA ConsumerPro (including photographs) will be made available to Honda and Honda retailers for the purpose of informing those recipients of the condition and history of your Vehicle prior to the physical inspection of your Car.

### **Intellectual property**

We are the owner of or the licensee of all intellectual property rights in BCA ConsumerPro and any services provided through that technology, and in the material published on it (excluding your Information). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not copy, reproduce, republish,

download, post, broadcast, transmit, make available to the public, or otherwise use any content on BCA ConsumerPro in any way other than such use as is expressly permitted by us.

Any material you upload to BCA ConsumerPro or data that we collect from BCA ConsumerPro will be considered non-confidential and non-proprietary, and you acknowledge and agree that we have the right to use, copy, distribute, sell and disclose to third parties any such material or data for any purpose related to our business. To the extent that such material is protected by intellectual property rights, you grant us a perpetual, worldwide, royalty-free licence to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

### **Access to and availability of BCA ConsumerPro**

Use of BCA ConsumerPro in accordance with these terms of use is free of charge to you.

We do not warrant that your use of BCA ConsumerPro will be uninterrupted or error-free.

We do not guarantee that BCA ConsumerPro will always be secure, be bug, virus or fault free. You should use your own virus protection software on the device you are using to access BCA ConsumerPro.

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that BCA ConsumerPro may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

We may suspend, withdraw, discontinue or change all or any part of BCA ConsumerPro, including your access, for any reason, with immediate effect and without notice or liability.

### **Summary of your legal rights**

We are under a legal duty to provide BCA ConsumerPro in conformity with these terms of use. You also have rights relating to us providing BCA ConsumerPro to you using reasonable care and skill. Nothing in these terms of use will affect your legal rights. If you would like more information on your rights you should contact your local Citizens Advice Bureau.

### **Our liability to you**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to these terms of use, BCA ConsumerPro or any content within BCA ConsumerPro (whether express or implied).

We will not be liable to any user of BCA ConsumerPro for any costs incurred, or loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise (even if it is foreseeable) arising under or in connection with:

- (a) use of, or inability to use, BCA ConsumerPro;
- (b) use of, or reliance on, any content displayed by BCA ConsumerPro (including the Online Valuation); or
- (c) a virus, trojan, worm, logic bomb, distributed denial-of-service attack, or other technology harmful material that may infect your computer equipment or mobile device, computer programs, data or other proprietary material, due to your use of BCA ConsumerPro or to you uploading any content to it.

If you are using BCA ConsumerPro to value a Car that is currently registered to a business, please note that in particular, we will not be liable for:

- (a) loss of profits, sales, business or revenue;

- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation;
- (e) any indirect or consequential loss or damage;
- (f) wasted expenditure; or
- (g) our dealings with you resulting in any loss of opportunity, profits, sales or revenue, goodwill or reputation.

If you are a consumer user, please note that use of BCA ConsumerPro is for domestic and private use. You agree not to use BCA ConsumerPro for any commercial or business purposes and note that we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

### **Circumstances outside of our control**

We will not be responsible for any failure to provide BCA ConsumerPro or any delay in the performance of, or reduced functionality of, BCA ConsumerPro which is caused by a circumstance or event outside of our control. Circumstances or events which may be included in this section are riots, acts of terrorism or war, civil disruption, strikes, fire, flood, other natural disasters, pandemics, failure of a service provider (including failure of, or interruption to, the internet). Other circumstances or events may also be included if they are outside of our control.

Our responsibilities to you under these terms of use will be temporarily delayed until the circumstance outside of our control has ended.

### **Your liability**

You will compensate us in full for any losses or costs, including reasonable legal fees, we incur as a result of: (i) any breach by you of these terms of use; (ii) use by you of BCA ConsumerPro in breach of any applicable law in England and Wales; or (iii) infringement of the rights of another person.

### **General**

- **The Internet:** Please be aware that internet transmissions are never completely private or secure and that any Information you provide to BCA ConsumerPro may be read or intercepted by others.
- **Updates to BCA ConsumerPro:** From time to time we may automatically update BCA ConsumerPro to improve performance, enhance functionality, reflect changes to the operating system or address security issues.
- **Links to other websites:** BCA ConsumerPro may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.
- **Transfer of rights:** You may not transfer any of your rights or obligations under these terms of use to any other person. We may transfer our rights and obligations under these terms of use to another person provided that this will not affect your rights under the terms of use.
- **Rights of third parties:** These terms of use do not give rise to rights that are enforceable by any person other than you and us.
- **Severance:** If a court finds any part of these terms of use illegal, invalid or otherwise unenforceable, the remaining parts of the terms of use will continue in full force and effect.
- **Waiver:** If we do not exercise or enforce a right under these terms of use against you at any time, this does not prevent us from doing so at a later date.
- **Entire agreement:** These terms of use set out the entire agreement between you and us relating to BCA ConsumerPro.

- **Governing law and jurisdiction.** 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. The English courts will have exclusive jurisdiction over any claim arising from, or related to, the use of our BCA ConsumerPro, any output from the BCA ConsumerPro or otherwise in respect of these terms of use.
- **Support:** If you need any help or support using BCA ConsumerPro please contact us on:
  - **Phone:** Honda Sales Centre (HSC): 0345 200 8000 – option 2
  - **Email:** [Honda.Digital.Support@honda-eu.com](mailto:Honda.Digital.Support@honda-eu.com)