

Clickndrive Vehicle Remarketing Terms & Conditions

These standard terms and conditions (“Conditions”) constitute a legally binding agreement between Clickndrive VR’s and the User and govern the provision and use of products and features supplied by Clickndrive Vehicle Remarketing to the User which enable Clickndrive VR’s trade-to-trade used car marketplace and allows the User to buy sell and underwrite vehicles from multiple sources and sell vehicles to other trade dealers. Clickndrive VR may modify these Conditions from time to time and you should therefore ensure that you review these Conditions regularly.

Your attention is drawn in particular to **clause 11 (Liability and Indemnity)**. Note, Clickndrive VR does not create or monitor Adverts and accordingly Clickndrive Vehicle Remarketing provides no warranty as to the accuracy of vehicle descriptions and/or condition. Before buying a vehicle, you are expected to have considered additional repairs and maintenance which may be required prior to use and/or resale.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires, the following terms have the following meanings:

“Advert” means any copy, artwork, text, data, photographs, slides and/or video clips advertising a vehicle that is to be published on the Portal, including the content of a Condition Report;

“Auction Vehicle” means a vehicle listed for sale using the auction functionality on the Platform;

“Clickndrive” means Clickndrive vehicle remarketing Ltd (company no.14360016) whose registered office is 4 Queen Street, Newcastle Under Lyme, Staffordshire, ST51ED;

“Bidder” means a User who bids for an Auction Vehicle using the auction functionality on the Platform;

“Business Day” means a day (excluding Saturdays and Sundays) on which banks are generally open in England for the transaction of normal business;

“Buyer” means (i) in the context of auction functionality, a Bidder who submits the winning bid on an auction through the Platform, and (ii) in the context of a Buy it now

Vehicle, a User who submits a binding Offer for the advertised price displayed on a Buy it now Vehicle listing on the Platform;

“Buy it now Purchase” means a binding Offer for the advertised price displayed on a Buy it now Vehicle listing on the Platform which is accepted by the Seller simultaneously;

“Buy it now Vehicle” means a vehicle listed for sale on the Platform which is immediately available for purchase by a User at the price listed and which is labelled or visually identifiable as ‘Buy it now’;

“Charges” means the charges to be paid by the User for the Services which will consist of the Subscription Fee and any additional transaction fees for sales/purchases transacted through the Platform in the relation to the sale and purchase of Auction Vehicles and Buy it now Vehicles as set out on the Order Confirmation and/or Order Variation;

“Condition Report” means a report provided by a Seller to other Users via the Platform for an Auction Vehicle or a Buy it now Vehicle, based on a template provided by Clickndrive VR or otherwise provided in a format uploaded by the Seller, which sets out an accurate reflection of the condition of such Auction Vehicle or Buy it now Vehicle, including exterior and interior damage and tyre depth;

“Contract of Sale” means the contract between Seller and Buyer for the purchase of a vehicle, which comprises these Conditions and is formed upon the Seller’s acceptance of the Buyer’s Offer, as set out in clauses 3.11 and 3.12 for Auction Vehicles or 3.15 and 3.16 for Buy it Now Vehicles;

“Data” means information regarding the User and the Vehicle Information;

“Intellectual Property Rights” means all intellectual property rights wherever in the world arising whether registered or unregistered (including any application for registration), including without limitation, all copyright, trademarks, trade names, logos, patents, design rights, database rights and/or know how;

“Materials” means any copy, artwork, data, photographs, slides, video clips, information and/or other material provided or selected by the User for inclusion in an Advert or otherwise uploaded to the Portal; “Offer” means an offer of money to another User for

the purchase of a Buy it now Vehicle or Auction Vehicle via the Portal which signifies the intention to pay the sum of money offered for the Buy it now Vehicle or Auction Vehicle;

“Order Confirmation” means the order communication sent by Clickndrive vehicle remarketing to the User confirming details of the User’s order;

“Order Variation” means the form detailing changes requested by the User to the Services, including additional products;

“Portal” means the platform owned and operated by Clickndrive vehicle remarketing accessed via the website at www.clickndrive.co.uk or such other domain name used by Clickndrive vehicle remarketing from time to time;

“Proxy Bidding” means bidding functionality on the Platform which allows bids for Auction Vehicles to be made on the Bidder’s behalf (with notification of a maximum bid by the Bidder);

“Seller” means (i) in the context of auction functionality, a User who lists for sale Auction Vehicle(s) using the auction functionality on the Portal, and (ii) in the context of a Buy it now Vehicle, a User who lists for sale a Buy it now Vehicle on the Portal vehicle(s);

“Services” means the products and services provided by Clickndrive vehicle remarketing to the User pursuant to the Usage Agreement (and subject to and in accordance with these Conditions) which constitutes a trade-to-trade used car marketplace and allows the User to buy vehicles from multiple sources and sell vehicles to other Users (and includes auction functionality and the ability to list for sale vehicles which are immediately available for purchase by a User at the price listed), and further recommends and profiles vehicles that meet the User’s sourcing strategy taking into account data derived market insight.

“Subscription Fee” means the sum payable every month by the User to Clickndrive vehicle remarketing for access to the Portal as set out in the Order Confirmation and/or Order Variation;

“Supplemental Information” means information used by Clickndrive VR to supplement and enhance the Vehicle Information, including verification, enhancement or amendment of the Vehicle Information;

“Underwrite” Means a member of Clickndrive vehicle remarketing can place a vehicle on the portal for a Underwrite to get the best offer from other members of the portal. This is not a purchase but a best offer until underwrite offer has been confirmed by seller.

“Usage Agreement” means the agreement between Clickndrive VR and the User for the purchase and supply of the Services, incorporating the Order Confirmation and/or Order Variation and these Conditions;

“User” means the person, firm or company who enters the Usage Agreement with Clickndrive vehicle remarketing and has subsequently been issued with username(s) and password(s) for accessing the Portal;

“Vehicle Information” means any data regarding the User’s vehicles including but not limited to vehicle registration details, images, prices and sales information which is uploaded to the Portal or otherwise communicated or made available to Clickndrive VR.

1.2 In these Conditions, references to the singular include plural and vice versa; references to numbered clauses are references to the relevant clause in these Conditions; the headings to the clauses will not affect interpretation; any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing includes emails and electronic communications via the Portal.

1.3 In the case of any conflict or ambiguity between any provision contained in these Conditions and any provision contained in an Order Confirmation and/or Order Variation, the following order of precedence shall apply in ascending order with Conditions taking precedence at the top:

1.3.1 Conditions;

1.3.2 Order Variation; and

1.3.3 Order Confirmation.

2. USAGE AGREEMENT

2.1 Each order for subscription to the Services shall be deemed to be an offer by the User to subscribe to the Services subject to these Conditions.

2.2 Orders placed by the User shall only be deemed accepted by Clickndrive vehicle remarketing when Portal sends an Order Confirmation or Order Variation (as applicable) to the User. The User shall ensure that the terms of its order are complete and accurate. If changes are required, the User should inform Clickndrive vehicle remarketing as detailed on the Order Confirmation or Order Variation.

2.3 Clickndrive vehicle remarketing shall be entitled to modify these Conditions from time to time and any modifications shall be effective immediately from the time they are notified to the User. Display of the modified Conditions on the Portal shall be deemed to be notice to the User. The User agrees to review the Conditions regularly to ensure they are aware of any modifications.

2.4 These Conditions govern the Usage Agreement to the exclusion of any other terms and conditions (including any terms the User seeks to impose) unless expressly stated otherwise in writing by Clickndrive vehicle remarketing.

3. GENERAL SERVICES

3.1 The User will subscribe to the Services as detailed in an Order Confirmation.

3.2 In consideration of payment of the Charges by the User in accordance with clause 6, Clickndrive vehicle remarketing will provide the Services to the User commencing on the date set out in the Order Confirmation (or, if no such date is set out, the date that access to the Portal is initiated for the User).

3.3 If after entering the Usage Agreement, the User requests a change to the Services and Clickndrive vehicle remarketing agrees, Clickndrive vehicle remarketing shall confirm details of the requested change via an Order Variation. Except as expressly amended by any Order Variation the original Usage Agreement shall remain in full force and effect.

3.4 Clickndrive vehicle remarketing shall provide additional technical specification details for Adverts which shall solely consist of details that Clickndrive vehicle remarketing can obtain from its current supplier's dataset. The User acknowledges that the technical specification will be for the most recent model of the vehicle in question and will not be the technical specification for the exact vehicle in question. Such details will only be provided by Clickndrive VR upon provision by the User of a valid registration number for the vehicle in question. The provision of a valid registration number is the User's sole responsibility. It is the User's responsibility to ensure any inaccuracies in the technical specification are corrected in the Advert and at the point of sale of the vehicle.

3.5 Clickndrive vehicle remarketing shall use reasonable endeavours to publish Adverts on the Portal within 1 Business Day of such Adverts being uploaded by the User. However, there may be instances where there are delays to the publication of Adverts on the Platform.

3.6 Upon listing a vehicle for sale on the Platform, the Seller undertakes that:

3.6.1 it is the owner of the vehicle or has valid documented authority from the owner to sell the vehicle in accordance with section 12 of the Sale of Goods Act 1979;

3.6.2 It acknowledges the restrictions on the number of times a vehicle can be listed for sale on the Platform as contained in clauses 3.15 and 3.20;

3.6.3 it shall not advertise the vehicle for sale elsewhere or otherwise seek to dispose of the vehicle during the time it is listed on the Platform; and

3.6.4 it shall not bid on the vehicle (using its own name or another name) or arrange for any third party to bid on the vehicle in order to push up the price of the vehicle (a

practice called “Shill Bidding”). Any Seller or User suspected of Shill Bidding shall have access to the Portal revoked and may be reported to the Police.

Classified Advertising Functionality

3.7 In respect of the display of classified Adverts, the Portal acts only as a means by which Users (sellers and potential buyers) can be introduced, and any arrangements made for the purchase and sale of vehicles between Users are at each User’s sole risk and responsibility.

3.8 The User’s vehicles listed on the Portal should reflect trade pricing. Clickndrive VR will prompt Users to re-evaluate the price outlined in an Advert when it is greater than 10% of the average trade price displayed at the time of creating the Advert.

3.9 Clickndrive VR reserves the right to remove Adverts or prohibit any Users who consistently price their vehicles significantly above the trade price.

Auctions

3.11 Once a Bidder has made an Offer for an Auction Vehicle on the Platform it cannot be withdrawn and is binding on the Bidder for the purposes of these Conditions. Upon making an Offer for an Auction Vehicle, the Bidder is agreeing to purchase the Auction Vehicle for the price offered in the event that it is the highest Bidder. Once a bid has been accepted by a Seller the Bidder is bound to the Seller to complete the transaction and pay the purchase price offered.

3.12 To win an auction for a particular Auction Vehicle, the Offer submitted must be the highest bid of the auction and must meet any other criteria which may be specific to the auction. Where Proxy Bidding is utilised and the Bidder’s maximum bid amount exceeds the reserve price for the Auction Vehicle, Proxy Bidding will submit an amount equal to the reserve price as an Offer on behalf of the Bidder, whereupon a “reserve met” status will become visible on the listing. Proxy Bidding will then continue submitting Offers on the Auction Vehicle, as subsequent Offers are placed by other Bidders, up to the Bidder’s maximum bid amount.

3.13 Upon listing an Auction Vehicle for auction on the Portal, the Seller agrees to sell the Auction Vehicle to the Buyer should it reach or go beyond its reserve price.

3.14 Risk and title in the Vehicle remains with a Seller until it has received the purchase price. On payment completion, the Buyer will be responsible for contacting the Seller to arrange a date and time for collection of the Auction Vehicle and the Seller will promptly

confirm such collection date and time. Sellers and Buyers agree to complete the transaction for an Auction Vehicle within 72 hours of the relevant auction closing.

3.15 Each User who lists for sale an Auction Vehicle on the Portal acknowledges and agrees that in the event the Auction Vehicle does not sell successfully at the auction into which it is initially entered by the User, that Auction Vehicle may be re-entered for sale as an Auction Vehicle in subsequent auctions on a further 6 occasions. Where that Auction Vehicle is not sold and no Contract of Sale is formed in relation to that Auction Vehicle within those further 6 occasions, it may be listed for sale on the Portal by the User as a Buy It Now Vehicle, subject to clause 3.20.

Buy it now

3.16 A Seller can elect to list a vehicle as a Buy it now Vehicle. The amount listed as part of the Buy it now Vehicle Advert is the amount for which the Buy it now Vehicle is immediately available for purchase by a User.

3.17 A Buyer can initiate a Buy it now Purchase by submitting an Offer for a Buy it now Vehicle on the Platform. Once a Buyer has made an Offer for a Buy it now Vehicle the Offer cannot be withdrawn, and the Buyer is bound to the Seller to complete the purchase of the Buy it now Vehicle for the purposes of these Conditions.

3.18 Upon listing a Buy it now Vehicle on the Platform, the Seller agrees to sell a Buy it now Vehicle to the Buyer should an Offer be made for the advertised price.

3.19 Risk and title in the Vehicle remains with a Seller until it has received the purchase price. On payment completion, the Buyer will be responsible for contacting the Seller to arrange a date and time for collection of the Buy it now Vehicle and the Seller will promptly confirm such collection date and time. Sellers and Buyers agree to complete the transaction for a Buy it now Vehicle within 72 hours of the relevant Offer being submitted by a Buyer.

3.20 Each User who lists for sale a Buy It Now Vehicle on the Portal acknowledges and agrees that each Buy It Now Vehicle Advert will be live for a period of 7 days, after which time it will automatically expire in accordance with clause 3.10. A vehicle may be relisted as a Buy It Now Vehicle on the Portal by a User on a maximum 7 occasions, each Advert being live for a maximum period of 7 days. In the event the Buy It Now Vehicle does not sell and no Contract of Sale is formed in relation to that Buy It Now Vehicle within the 7 occasions on which it is listed for sale on the Portal, the User may

not relist the Buy It Now Vehicle on the Platform and any attempts to do so will result in the Advert being rejected for publication by Clickndrive vehicle remarketing.

Condition Reports

3.21 Sellers are required to provide Condition Reports for all Auction Vehicles and Buy it Now Vehicles. Auction Vehicles and Buy it now and Underwrite Vehicles cannot be listed on the Platform without a Condition Report.

3.22 The Seller is solely liable for the content of any Condition Report and Clickndrive VR is unable to check the information contained in any such Condition Report. Condition Reports shall be deemed Materials for the purposes of these Conditions and the Seller is therefore solely responsible for, without limitation, ensuring that the Condition Report is complete, accurate, legal, non-defamatory, decent, honest and truthful and comply with all relevant codes under the regulation of the Advertising Standards Authority and all current relevant legislation. Accordingly, Clickndrive VR shall not be liable to any User or any third party, to the maximum extent permitted by law, in respect of the content of any Condition Report.

3.23 Users acknowledge that all vehicles offered for sale on the Portal are previously owned and used vehicles. All conditions and warranties implied by law, trade, custom or practice are excluded to the fullest extent permitted by law.

Disputes and Complaints

3.24 The Portal is merely a platform to facilitate the buying and selling of vehicles by introducing Users to each other. Clickndrive vehicle remarketing will not, and is not obliged to assist, in any disputes between any Users (including any disputes between the Seller and any Bidder or Buyer in the context of Auction Vehicles and Buy it now Vehicles). Nevertheless, Clickndrive vehicle remarketing reserves the right to refuse or remove Offers and/or suspend, cancel or extend auctions at its absolute discretion, including where there are or have been obvious typographical or arithmetical errors.

3.25 Without prejudice to clause 3.22 above, Users may submit complaints about other Users' Use of the Portal. Clickndrive VR will investigate all such complaints and take such action as it deems necessary, including any rights it has under clause 10.

Clickndrive vehicle remarketing Data

3.26 Clickndrive VR grants to the User a personal, non-exclusive, non-transferable license, for the period of the Usage Agreement, to use the Clickndrive vehicle remarketing Data solely for its own internal business purposes within the motor industry

3.27 The User warrants that it will not alter, adapt, merge, copy or modify the Clickndrive vehicle remarketing Data in any way for any purpose, including without limitation, for error correction.

3.28 The User is prohibited from reselling or otherwise making available to any third party any Clickndrive vehicle remarketingR Data.

3.29 The User acknowledges and agrees that the Clickndrive VR Data is comprised of data provided by third parties and that in providing this information, Clickndrive VR does not warrant the accuracy of any information provided, and any information provided shall be for guidance purposes only. Any business decisions taken in reliance of such information shall be at the User's sole risk.

4. COPY, ARTWORK AND PHOTOGRAPHS

4.1 Clickndrive vehicle remarketing may refuse to publish an Advert and/or edit or require an Advert to be amended so as to comply with legal or moral obligations placed on either party; to avoid infringing third party rights, any codes under the regulation of the Advertising Standards Authority and/or any relevant regulations or legislation; to respond to any complaints; to correct typographical errors or technical inaccuracies that may appear from time to time; and/or for any other technical and/or quality reasons.

4.2 Clickndrive vehicle remarketing has the right, at its sole discretion, to remove from the Platform, at any time and for any reason, any Adverts which Clickndrive VR reasonably believes contain misleading information.

4.3 The User shall be solely responsible for uploading any images (including photographs and video) and for checking the accuracy of any Advert for errors and amending copy. Clickndrive VR reserves the right in its sole discretion not to include a photograph or video in an Advert.

4.4 Clickndrive vehicle remarketing may receive Materials via such means as specified by Clickndrive vehicle remarketing from time to time. However, the User shall submit Materials at its own risk and Clickndrive vehicle remarketing shall not be liable or responsible for non-receipt or corruption of Materials sent by the User and/or arising out of any third-party data feed errors.

4.5 The User is solely responsible for correctly completing all mandatory data fields for each Advert and for submitting Material to Clickndrive vehicle remarketing in the correct format as specified and by any deadlines specified by Clickndrive vehicle remarketing. Clickndrive vehicle remarketing has no liability in respect of any Advert not appearing on the Portal where the User has failed to submit Material in accordance with this clause 4.5.

4.6 The User is prohibited from supplying any contact details, including but not limited to, any telephone numbers or e-mail addresses, website addresses or URLs in additional data fields. Failure to comply with this rule may, at Clickndrive vehicle remarketing's sole discretion, result in the removal of all the User's Adverts.

4.7 The User shall ensure that all hyperlinks in an Advert link directly through to the page on the User's website displaying the exact vehicle identified in the Advert. Failure to provide direct and correct links may, at Clickndrive vehicle remarketing's sole discretion, result in the removal of all the User's Adverts.

5. USER'S OBLIGATIONS AND WARRANTIES

5.1 The User warrants that it shall not:

5.1.1 upload information to the Portal about any business except its own and shall not otherwise use the Portal for any business other than its own;

5.1.2 access any unauthorised areas of the Portal;

5.1.3 reverse engineer, decompile, disassemble or modify the whole or any part of any software (nor attempt to do any of the same) of the Portal (except to the extent permitted by law);

5.1.4 copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any of the contents of the Platform, including taking screenshots of the Platform, scraping or caching any of the contents for access by third parties, nor mirror or frame any of the content of the Portal nor incorporate it into another website without Clickndrive vehicle remarketing's express written permission;

5.1.5 upload files to the Portal that contain a virus and/or corrupted data and/or development code or scripts;

5.1.6 use any software that causes damage or delay to the Portal; and

5.1.7 Place more than one Advert for any one vehicle on the Portal. Clickndrive vehicle remarketing shall be entitled to remove any Adverts that duplicate other existing Adverts on the Platform, at its sole discretion.

5.2 The User shall keep safe and confidential all passwords, security identification and/or encryption details relating to the Portal and will follow all security instructions issued by Clickndrive VR from time to time. The User will promptly update their password details and notify Clickndrive vehicle remarketing if it believes that any password and/or other security information has been disclosed or is otherwise at risk. The User is responsible for the security of its account and shall notify Clickndrive VR of any authorised users and any changes to such users.

5.3 The User will treat as confidential all information contained in or concerning the Portal or the Services generally. The User will not disclose such information to any third party, except to the extent that:

5.3.1 it is required to do so by a court or other competent authority if such notice of disclosure as is possible is given to Clickndrive vehicle remarketing; or

5.3.2 the information is already, or becomes, public knowledge except by way of any breach of confidence.

5.4 The Portal and any Clickndrive VR Data is provided on an "as is", "as available" basis and although Clickndrive vehicle remarketing makes reasonable efforts it does not guarantee the timelines, completeness or performance of the Portal, the goods and services advertised on the Portal or any Clickndrive vehicle remarketing Data. No warranty is given by Clickndrive vehicle remarketing that the Portal and the Clickndrive vehicle remarketing Data is free from computer viruses or any other malicious or impairing

computer programs and the User shall report to Clickndrive vehicle remarketing any suspected faults to the Portal promptly after such suspected faults come to the User's attention.

5.5 The User shall be solely responsible for obtaining, operating and maintaining all necessary computer hardware, software, modems and telecommunications links which it requires to access and use the Portal.

5.6 The User agrees that any questions and complaints regarding the vehicles offered for sale by the User on the Portal are the exclusive responsibility of the User.

5.7 The User warrants that:

5.7.1 it carries on a business as a motor/vehicle dealer, fleet and/or rental company, auction house or other representative acting on behalf of a motor/vehicle dealer, fleet and/or rental company or auction house for the purposes of the Usage Agreement;

5.7.2 it will only use the Portal in accordance with these Conditions and shall only supply Materials which comply in all respects with these Conditions;

5.7.3 all Materials are complete, accurate, legal, non-defamatory, decent, honest and truthful and comply with the all relevant codes under the regulation of the Advertising Standards Authority and all current relevant legislation;

5.7.4 it shall comply with all current applicable legislation, advertising codes and any other regulatory requirements, including without limitation the Consumer Rights Act 2015; the Consumer Protection from Unfair Trading Regulations 2008; the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing; and the Financial Conduct Authority's Consumer Credit Sourcebook;

5.7.5 it contracts with Clickndrive vehicle remarketing as a principal (notwithstanding that the User may be acting in some representative capacity) and the User has the legal right to offer for sale any vehicle, product or service advertised by it on the Portal;

5.7.6 where the User is a representative, that it is authorised to place the Advert;

5.7.7 the reproduction and/or publication of any Advert and its content (including but not limited to any Materials contained in the Advert) by the Clickndrive vehicle remarketing and/or the use of the User's logo and trade marks in accordance with these Conditions will not: breach any contract; infringe any third party Intellectual Property Rights; render the

Clickndrive vehicle remarketing liable to any proceedings whatsoever; and/or harm or detriment the reputation of the Clickndrive vehicle remarketing;

5.7.8 the Advert will not contain any text, photographs or videos by which any living person is or can be identified; and

5.7.9 any individual purchasing products or services from Clickndrive vehicle remarketing pursuant to the Usage Agreement on behalf of the User accepts and confirms that it has the User's primary decision-maker's permission.

5.8 The User agrees to observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to sell and/or purchase vehicles advertised on the Platform. Clickndrive vehicle remarketing makes no representation and accepts no liability in respect of the export or import of the vehicles advertised on the Portal or in alerts such as emails sent to the User by Clickndrive vehicle remarketing.

5.9 Clickndrive vehicle remarketing uses reasonable endeavours to ensure that this platform is accessed and used only by professional members of the motor trade.

6. PAYMENT

6.1 The User shall pay to Clickndrive vehicle remarketing the Charges on or before the due date, which shall be: 30 days from the date of invoice for the Subscription Fee;, unless notified otherwise. Time for payment is of the essence. Clickndrive VR may use third parties.

6.2 The Charges are exclusive of VAT which shall be payable by the User in addition

6.3 The User shall pay all sums due to Clickndrive vehicle remarketing under the Usage Agreement without any set-off, deduction, counterclaim and/or other withholding of monies. The existence of a query on an individual item in an account shall not affect the due date of payment of the remaining balance in an account.

6.4 If the User fails to make full payment by the due date, then all monies owing by the User to Clickndrive vehicle remarketing shall immediately become due and payable.

6.5 In the event the User provides credit card details to Clickndrive vehicle remarketing, the User authorises Clickndrive VR to collect an amount equal to the Charges from that credit card as they become due, which for the transaction fees shall be immediately upon the issue of invoice.

6.6 In the event a Direct Debit mandate is cancelled by the User or the User's bank, Clickndrive vehicle remarketing reserves the right to suspend the Services immediately. If the mandate is not reinstated and payment of all outstanding amounts has not been made within 7 days of the cancellation, Clickndrive vehicle remarketing may continue to suspend the Services or terminate the Usage Agreement immediately without notice. Clickndrive vehicle remarketing reserves the right to charge an administration fee, each month, for payments not made by Direct Debit.

6.7 When a sum owing has not been received in full by Clickndrive VR within 30 days from the date of invoice, or within specified terms of contract, Clickndrive VR shall be entitled (without prejudice to any other right or remedy it may have) to:

6.8 If a subscription fee has not been met on its due date Clickndrive vehicle remarketing may need to suspend or terminate all products and services provided to the User pursuant to any agreement with Clickndrive vehicle remarketing (or any part of them) until payment has been received in full (including any interest payable pursuant to clause 6.8.1 above).

6.9 If the User genuinely disputes an invoice, the User must notify Clickndrive VR within 7 days of the date of invoice. If the User fails to notify Clickndrive VR within this time period, payment in full shall be due and Clickndrive vehicle remarketing shall have the rights and remedies set out in clause 6.8 above.

6.10 Unless Clickndrive vehicle remarketing authorises payment to be made by Direct Debit, payment must be sent to the address on the invoice and any payment sent by post shall be at the User's sole risk. All cheques must be payable as per the instructions on the invoice unless notified otherwise. Clickndrive vehicle remarketing reserves the right to decide the amount of any credit extended to the User in its sole discretion and Clickndrive vehicle remarketing shall be entitled to withdraw credit facilities from the User at any time without reason.

6.11 Clickndrive vehicle remarketing will under no circumstances be liable to refund all or any part of the Charges (including but not limited to any pre-payment) in the event of the suspension of the Services and/or cancellation or termination of the Usage Agreement (for any reason).

6.12 In the event a Contract of Sale cannot be fulfilled due to the Seller having disposed of the vehicle to a third party, the Buyer may request a credit from Clickndrive vehicle remarketing equivalent to the value of the transaction fee paid by the Buyer for that transaction. The Buyer must provide evidence of such a failed transaction (of the type required by Clickndrive vehicle remarketing) within 30 days of the Contract of Sale being formed. Clickndrive vehicle remarketing shall apply the appropriate credit against the Buyer's next invoice. No credit shall be given where the request and/or evidence is received by Clickndrive vehicle remarketing after 30 days. No refund or credit shall be payable by Clickndrive vehicle remarketing in any other circumstance, including where a Contract of Sale is not fulfilled for reasons not set out in this clause 6.

7. CHARGES

7.1 Clickndrive vehicle remarketing shall have the right to change the Charges at any time and for any reason on not less than 7 days' written notice to the User, after which the amended Charges shall apply.

7.2 Any free trials of any products shall be offered by Clickndrive vehicle remarketing at its sole discretion.