



TERMS & CONDITIONS

1. DEFINITIONS

<<Company Name>> ("The Company") offer the services detailed below.

SMS Valuation Services ("Services") are provided by Glass's Information Services Limited, company number 717446, whose registered office is at 1 Princes Road, Weybridge, Surrey, KT13 9TU.

The terms we, us, our and ours when used in these terms and conditions refer to "The Company" named above and its parent, subsidiaries, divisions, branches, affiliates or companies under common ownership or control of the company.

The terms you, your and yours when used in these terms and conditions means any user of this service.

2. AGREEMENT

Access to and use of this service and the information provided by this service are subject to all applicable laws and regulations and to these terms and conditions.

By using this service and the information available through this service you agree to comply with and be bound by the terms and provisions set out below including the disclaimer, which form a legally binding contract. Please read these carefully before proceeding and then print a copy for future reference. If you do not agree to these terms and conditions and the Privacy Policy, please do not use this service.

3. EXISTENCE OF A CONTRACT BETWEEN US

You will send to Glass's an SMS message to the Short Code number listed in advertising, stating the registration number and mileage of the vehicle for valuation. You must ensure that this information is accurate. This SMS message will be your authorisation to enter into a contract. Glass's will send to you via an SMS message a valuation based on the information

provided by you. If Glass's are able to provide a valuation you will be charged at a premium rate of either £1.50x2 (£3.00) or £2.00x2 (£4.00) for this service, on top of your normal network charge.

You will only be charged if Glass's are able to provide a valuation.

In some circumstances, for example when the vehicle is low volume, an import from America or Japan or more than 7 years old, Glass's will be unable to value it. In these circumstances Glass's will send you an SMS message informing you of this. You will not be charged in this instance.

4. USE OF THE SERVICES

The services offered by Glass's may only be used as guidance for your personal purposes and only in accordance with these terms and conditions. They may not be used commercially, systematically captured, analysed for commercial use, re-sold, distributed, published, integrated into on-line or off-line offerings, be used in any way beyond a private or personal purpose. Glass's may change, limit or seek to provide its data services and products at its discretion at any time and without notice.

5. DISCLAIMER

You expressly acknowledge and agree that:-

The use of the service is at your sole risk. The data and services provided are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, Glass's expressly makes no warranty or representation that:

- 1) the service will meet your requirement,
- 2) the service will be uninterrupted and secure,
- 3) the results that may be obtained from use of the service will be accurate,
- 4) the data obtained by you through the service will meet your expectations, and
- 5) any errors in the software underlying the service will be corrected.

You further expressly acknowledge that:-

Any valuation is indicative only of the price of any vehicle and that it is provided on the basis that the vehicle is roadworthy, undamaged and has only been subject to normal wear and tear.

The valuation also assumes that the next major service is not due within the next 12 months and that the tyres of any vehicle are not more than 50% worn.

The vehicle should also be in good condition for a vehicle with a comparable registration date and mileage. Prices will also vary between dealers who may provide purchasers with different services such as warranty protection and preparation of the vehicle and similarly prices may vary as a result of specific regional or market fluctuations.

6. LIMITATIONS ON LIABILITY

You assume all responsibility and risk for the use of this service.

We will not be liable to you, whether in contract, tort (including negligence) or otherwise for any:

- a) loss of profit, wasted expenditure, loss of business, loss of goodwill, loss caused by reliance on the service or loss of data;
- b) indirect, incidental, special or consequential loss;
- c) any other loss howsoever caused in an amount exceeding the price you have paid for the service; except in respect of death or personal injury caused by our negligence or for fraud.

Nothing in this Agreement limits or excludes a consumer's statutory rights.

7. PRIVACY

You agree that we may collect, store and use information about you in accordance with our privacy policy. You have read and agree to be bound by the terms of our privacy policy.

8. COPYRIGHT

Copyright in the information provided by the service is owned by Glass's.

The reproduction of this information in whole or in part without the prior written consent of Glass's is strictly prohibited unless for private non-commercial viewing purposes.

9. TRADE MARKS

Glass's is the proprietor of the Glass's trade mark in the United Kingdom and other countries. All other trade marks; product names and company names or logos used in this service are Glass's property or that of its respective owners. No permission is given by Glass's in respect of the use of any such trade mark; get up; product names; company names; logos or titles and such use may constitute an infringement of the holder's rights.