

TERMS AND CONDITIONS

Trader Membership

Updated: 24/06/2020

Set out within this document are Terms and Conditions applicable to Trader Memberships sold by Diversified Business Communications UK Ltd.

1. Definitions

- 1.1 "Owner": Diversified Business Communications UK Limited (DC), together with its employees, consultants, agents, contractors and subcontractors;
- 1.2 "Member": the applicant named in the Contract and, where the context admits, together with its employees, consultants, agents, contractors and subcontractors;
- 1.3 "Contract": the Contract between the Owner and the Member comprising the registration form and these Terms and Conditions;
- 1.4 "Instant Seller", "Multi Seller" & "Frequent Seller": Membership Packages as detailed in the Contract;
- 1.5 "Operator": businesses that operate one or more vehicles for hire or reward (payment or payment in kind) that can carry nine or more passengers;
- 1.6 "Listing": the vehicle advertisement uploaded to the online Trader platform
- 1.7 "Data Protection Legislation": the General Data Protection Regulation EU 2016/679 (to the extent remaining applicable) and the Data Protection Act 2018 and all relevant secondary legislation and regulations in force;
- 1.8 References to laws, statutes or regulations shall include references to such laws, statutes or regulations as amended, updated, consolidated or re-enacted from time to time.

User Eligibility and Registration

2. Agreement. You agree to the Trader Membership Terms and Conditions by clicking 'agree & continue' during the registration process. We may amend these Terms and Conditions. You will be notified of any such amendment. If you do not agree to any change to these Terms and Conditions you must discontinue using the Trader Membership service.
- 2.1 Membership is limited to one per Operator and may not be shared.
- 2.2 Membership is limited to Operators within the United Kingdom and the Republic of Ireland.
- 2.3 You are responsible for maintaining the confidentiality and security of access details for your Membership, including the username and password and for all activities that occur on or through your Membership. However, if you allow others to access your Membership account, disagreement as well as any specific consents provided also apply to their access, use, and disclosure of information. You agree to immediately notify DC of any unauthorised access to your Membership account. DC will not be responsible for any losses arising from the unauthorised use of your Membership, accept where such unauthorised use is due to an act or omission by DC.
- 2.4 You agree to provide and maintain accurate, current and complete contact information for notices and other communications from DC.

3. Membership terms

- 3.1 **Purpose.** Memberships are first and foremost for the purposes of vehicle sales, any other benefits and discounts are available at DC discretion and may be edited or discontinued without notice. Only vehicles may be advertised; no spare parts or other items will be permitted. Any listings found to contain non-vehicle details will be removed by DC.
- 3.2 **Vehicle Listings.** Membership is not limited to specific vehicle Listings; replacement vehicles may be uploaded at any-time – the quantity of 'Live' vehicle Listings will be limited depending on the Membership package. Multiple adverts for the same vehicle are not permitted. If duplicate Listings are identified each Listing will be removed.
- 3.3 **Listing Maintenance.** Responsibility for uploading, editing, maintaining, and renewing Listings will be retained by the Member. The Member is responsible for all copy including vehicle descriptions and pricing, contact details and images. DC take no responsibility for any errors within Listings.
- 3.4 **Approval.** Once a vehicle Listing has been submitted by the Member, DC will use reasonable endeavours to approve them within 48 hours. However, there may be reasons that delay approval. Listings submitted during the weekends, prior to bank holidays or any other public holiday may take longer.
- 3.5 **Membership duration and specification.** Each Membership will be active for the duration as outlined in points 3.5.1, 3.5.2 and 3.5.3 unless otherwise agreed and approved by DC.
 - 3.5.1 Instant Seller Memberships have a 30 day duration and are restricted to one 'Live' vehicle Listing at any time, with unlimited description, unlimited images, and a video.
 - 3.5.2 Multi Seller Memberships have a 90 day duration and are restricted to a maximum of five 'Live' vehicle Listings at any time, with unlimited description, unlimited images, and a video.
 - 3.5.3 Frequent Seller Memberships have a 12 month duration and are restricted to ten 'Live' vehicle Listings at any time, with unlimited description, unlimited images, and a video.
 - 3.5.4 Membership begins as soon as payment has been confirmed. Payments are only valid via the online payment portal.
- 3.6 **Member discounts.** Operators with an active Membership will be entitled to 50% discount from rate card prices for recruitment advertising and general vehicle advertising within the printed edition of routeone magazine. There are no limitations on frequency. This discount may be used in conjunction with other offers and Membership benefits.
- 3.7 **Renewal.** Your subscription will automatically terminate at the end of the disclosed billing period, unless renewed on or before 23:59 the day prior to your Membership expiry date. Any vehicles you have listed for sale will be removed from sale and saved as drafts for two weeks after your membership has expired. Upon renewal of your account, you will have the option to revise the Listings. We will send notices to your email address before renewal payment is due, and another reminder once your membership has expired.

- 3.8 **Inactive/lapsed Membership** accounts may be deleted without notice by DC service administrators following 12 months of inactivity (failure to log in to your Membership account will constitute inactivity for purposes of this Contract).
- 3.9 **Pricing.** We reserve the right to change Membership pricing and package inclusions. If you do not wish to accept a price change upon renewal, you may cancel your Membership.
- 3.10 **Cancellation and Refund Policy.** Your Membership will be automatically terminated at the end of the billing period. Should you wish to cancel your Membership before then the following terms apply.
 - 3.10.1 Cancellations must be submitted in writing to sales@route-one.net detailing in the subject heading: Cancellation Request. The advertiser must outline the reason for cancellation and allow DC sufficient opportunity to rectify any grievance.
 - 3.10.2 Should a cancellation be approved, DC will retain monies to the value equivalent of the number of days the Membership has been valid. There will also be a 25% administration charge pro rata against the original package value. Cancellation will be processed from the original date the cancellation request was received.
 - 3.10.3 Cancellation will remove all rights and access to the online vehicle sales platform with immediate effect, and all Listings will be deleted.
 - 3.10.4 Cancellation will also revoke access to any third-party discounted services.

4. Usage Terms

- 4.1 **Faults with the Membership services.** DC will use all reasonable endeavours to remedy faults or errors on the vehicle sales platform. The Member acknowledges and accepts that once a fault or error has been reported it may take sometime to investigate and rectify the problem. Should this problem extend over one working day your membership will be extended accordingly.
- 4.2 **Force Majeure.** It is possible that the Trader Membership service may not be available at any given time including (i) during any maintenance or update periods, (ii) any power or server outages; (iii) as a result of an epidemic or pandemic (as defined by any recognised regulatory agency) or other health emergency; an act of God, fire, explosion, flood, drought or other natural disaster; a terrorist act, threat of terrorism, strike, lockout, civil disturbance, protest, demonstration, riot, war, accident; or (iv) as a result of other matters beyond the control of DC or third parties ("Force Majeure"). DC will take reasonable efforts to provide you with as much prior notice as possible for service interruption. Where the service is unavailable for reasons beyond our control or our third-party service providers, DC shall have no liability to you. There may be times when we have to remove certain features or functionality and/or devices or platforms from being able to access Trader Membership services. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice.
- 4.3 **Suspension and Termination.** DC may, in its sole discretion and without advance notice or liability to you, insofar as possible under local laws, restrict, suspend, or terminate your access to part or all of the Trader membership service if DC believes you are using or have used the Trader Membership Service in material violation of the Contract or applicable law or regulations or in any manner other than for their intended purpose and in accordance with all other guidelines and requirements applicable thereto. DC will not be liable to you for any suspension of the Trader Membership Service. If we suspend your Membership, we will provide you with a credit, refund, discount or other form of consideration corresponding to the duration of your suspended or discontinued access. However, if we terminate your Membership or suspend or discontinue your access due to your material violation of the Contract, or as a result of Force Majeure, then you will not be eligible for any such credit, refund, discount or other consideration.

5. Use and Sharing of Information

- 5.1 You shall comply with all applicable requirements of the Data Protection Legislation in its collection, use, processing and storage of personal data from enquiries from your vehicle Listings on the routeone website. In respect of such personal data, for the purposes of the Data Protection Legislation, the Member is the Data Controller. Without prejudice to the generality of this clause, the Member shall ensure that it has all necessary appropriate consents and notices in place.
- 5.2 You acknowledge that DC is the data controller responsible for the processing of your personal data in order to provide you with the Trader membership service. For more information about our collection, use, and sharing of your information please refer to DC Privacy Policy and to the GDPR Policy available on the routeone website (www.route-one.net).

6. Fieldfisher Discounted Legal Services

- 6.1 Eligibility and terms.
 - 6.1.1 Multi Seller and Frequent Seller Members are automatically entitled to access discounted legal services offered by Fieldfisher ("FF"). Instant Seller Members are not entitled to this benefit.
 - 6.1.2 Memberships as specified in points 3.5.2 and 3.5.3 must be valid prior to engaging FF's services.
 - 6.1.3 Memberships as specified in points 3.5.2 and 3.5.3 must be valid prior to any offence for which FF's services may be required.
 - 6.1.4 FF are under no obligation to accept referrals as part of this Contract, each case will be considered on an individual basis.
 - 6.1.5 DC are a referrer to FF for fixed price legal services and will be paid for each successful referral.
 - 6.1.6 FF is a third-party supplier to DC therefore all services offered by FF may be terminated at any time. If services are withdrawn termination will be immediate.
- 6.2 Fixed Fee Packages for advice and representation to subscribers
 - 6.2.1 Contentious Road Transport Regulatory Matters

6.2.2 Fieldfisher are able to offer a number of fixed fee packages exclusively for Trader Members, which we outline below in the following tables. All fixed fees exclude VAT and disbursements.

6.2.3 Fixed fee packages are not available for appeals to the Upper Tribunal (Transport) Chamber and should an Operator wish to appeal a Traffic Commissioner decision, FF shall provide them with a separate fee estimate for their services.

6.2.4 How to contact Fieldfisher to access Fixed Fee packages:

Elliott Kenton, Associate, +44 207 861 4772
 Andrew Sanderson, Partner, +44 207 861 4570
 Email: FFR1@fieldfisher.com

Instruction	Operator Type	Fixed Fee
Preliminary Hearing A Preliminary Hearing may be called by the Office of the Traffic Commissioner (the "OTC") in two primary circumstances: On an operator's application for operator licence(s) if the Traffic Commissioner is yet to be satisfied that they meet the requirements to hold a licence or if Traffic Commissioner has concerns; or If the Traffic Commissioner has some areas of concern with an existing operation and would like the operator to formally address them at a hearing. If the Traffic Commissioner is not satisfied by the outcome of a PH, they shall call a Public Inquiry (see below).	Small Operator defined as possessing between 1 – 15 vehicles	£3,500
	Medium Sized Operator defined as possessing between 16 – 35 vehicles	£4,500
	Large Operator defined as possessing over 35 vehicles	£7,500
Public Inquiries A Public Inquiry will be called by Traffic Commissioner when they have serious concerns about a Company's operations. The Traffic Commissioner has a number of powers available which they may use against the operator depending on the outcome of the Public Inquiry. This includes: <ol style="list-style-type: none"> 1. Issuing a warning; 2. Curtailing (reducing) the number of vehicles the company is allowed to operate; 3. Suspending the licence for a period of time; 4. Revoking the licence and / or disqualifying the company or any of its directors for a specific period or indefinitely from holding a licence. 	Small Operator defined as possessing between 1 – 15 vehicles	£4,500
	Medium Sized Operator defined as possessing between 16- 35 vehicles	£7,500
	Large Operator defined as possessing over 35 vehicles	£10,000

6.2.5 Non-Contentious Road Transport Regulatory Matters

Instruction	Operator Type	Fixed Fee
Legal Audit	Small Operator defined as possessing between 1 – 15 vehicles	£2,500
	Medium Sized Operator defined as possessing between 16 – 35 vehicles	£4,000
	Large Operator defined as possessing over 35 vehicles	£5,500

6.2.6 General Exclusions. Fieldfisher reserve the right to invoice Operators outside of the fixed fee parameter in the following cases:

6.2.6.1 Further work is required because either (a) there are numerous complex issues in any particular case; (b) there are serious issues which necessitate the involvement of more senior lawyers from the outset; or (c) further work is required other than the workstreams referred to above which was not anticipated at the time of instruction.

6.2.6.2 The Operator requires protracted calls / meetings.

6.2.7 Exclusions applying to Contentious Matters

6.2.7.1 The operator requires Fieldfisher to represent their Transport Manager, subject to conflicts.

6.2.7.2 There are several witnesses in a Preliminary Hearing / Public Inquiry which will necessitate further work in taking statements / calling them to give evidence.

6.2.8 Exclusions applying to Audits

6.2.8.1 The Operator requires multiple site visits or a site visit exceeding half a day.

6.2.8.2 The Operator requires a detailed review of policies, procedures, systems and controls and / or a detailed report assessing these systems.