

1. Definitions

Some words and phrases used in these conditions have special meanings. These meanings are set out below.

"Agreement" means these Conditions including any Schedules and Appendixes that accompany the Conditions and the Application Form (if any).

"Application Form" means, if applicable, the application form you completed on the Website to apply for the Services.

"Charges" means our standard charges available through the Website from time to time will apply (unless otherwise agreed by us in writing).

"Client Data" means data and information owned by you and provided to us in connection with the Services.

"Commencement Date" means the date on which you first use the Services, unless agreed otherwise in writing between us.

"Conditions" means these terms and conditions.

"Data Guarantee" means the guarantee provided to you by us in accordance with Clause 8 of these Conditions in relation to Losses incurred by you as a result of Data Issues in the Information.

"Data Issue" means any inaccuracy in the Information as specified in Clause 8(e) of these Terms and Conditions.

"DPA" means the Data Protection Act 1998 (including any modification or re-enactment of it).

"Export" means where DVLA records show that a vehicle had been exported outside the United Kingdom (including to another European Union country) at the time the Service was provided.

"Import" means a vehicle has been used outside of the European Union before its first registration with the DVLA.

"Information" means all data, information, reports and other materials of whatever nature provided to you or used by us as part of or in connection with the Services.

"Integrator" means Trader Publishing Limited (ATL) through whom, you access the Services.

"Limit of Protection" has the meaning set out in Clause 8(e) of these Conditions.

"Losses" has the meaning set out in Clause 8(e) of these Conditions.

"Market Value" means the average trade value for a vehicle of the same type, age and mileage in average condition calculated in accordance with Glass's Car Trade Guide (published by Glass's Information Services Limited) at the date the claim is notified to us.

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"Services" means our automotive data services which are made available to You via the Website.

"Specification" means the description of the Services as set out on the Website.

"We", "Us" or "Our" means Experian Limited (registered number 653331). Our registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ.

"Website" means the Integrator's website at www.dealerportal.autotrader.co.uk or another website through which we deliver the Services.

"You", "the Client" means the person, firm or company to whom we have agreed to provide the Services.

The headings used in these Conditions are for convenience only.

2. The services

- a. We shall provide the Services to you using reasonable care and skill and in all material respects in accordance with the Specification.
- b. Your use of the Services is at all times subject to this Agreement.
- c. The Services are brought to You by us but You agree that (provided that we remain responsible for the actions of our sub-contractors) we may sub-contract the Services or any element of the Services.
- d. In relation to any Information that comprises DVLA data, the Schedule and its Appendix to these Conditions shall apply. The Schedule and its Appendix shall prevail over these Conditions to the extent of any conflict or inconsistency.
- e. We can at any time vary the nature of the Services or stop providing the Services or any part of the Services, due to circumstances beyond Our reasonable control. All amendments or variations to this Agreement (including the Charges) shall be published via the Website and all amendments or variations shall apply to the provision of Services after the date on which such amendments or variations are published.

3. Period and scope of agreement

This Agreement shall commence on the Commencement Date and continue until terminated in accordance with this Agreement. The terms of this Agreement shall apply to all Services provided by Experian to You via the Website.

4. Payment

- a. You will pay the Charges for the Services on an as used basis.
- b. We will invoice you monthly in arrears.
- c. You will pay each invoice in cleared funds within 30 days of the date on which you receive the invoice.
- d. When a sum owing has not been received in full by us within 30 days from the date of invoice, We shall be entitled (without prejudice to any other right or remedy it may have) to charge You interest on any unpaid sums (both before and

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- after judgment) at the current statutory rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 and related secondary legislation as amended or re-enacted from time to time.
- e. All Charges do not include Value Added Tax (VAT) or any other applicable taxes which will be charged at the rate that applies at that time.
 - f. The Integrator is appointed to act as Experian's agent to invoice and collect Charges on Experian's behalf under this Agreement.
 - g. If you do not pay the Charges when due, We may:
 - a. suspend Your access to the Services until We receive payment; or
 - b. Terminate this Agreement.

5. Use of the Services and Information

- a. Each party warrants that it has the full power and authority to enter into this Agreement.
- b. All intellectual property rights in any Client Data provided to us by You under this Agreement will remain vested in the You.
- c. You grant Experian a perpetual, royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Data in order to perform the Services and for other agreed purposes and in order for us to comply with any requests made to us under statute.
- d. All of the intellectual property rights (including copyright and database right) in the Information we provide to you in connection with the Services belongs to us or our licensors. You will not own any of the Information or have any rights to own the information.
- e. You acknowledge that parts of the Information contain (among other things):
 - crown copyright data reproduced under licence from the controller of HMSO and the Vehicle Inspectorate; and
 - proprietary data belonging to our licensors.
- f. You may only use the Information for the internal business purposes of your business and no other purpose.
- g. You shall not:
 - sell, deal, transfer, or otherwise make available any of the Services to any third party or use the Services for the benefit of any third party;
 - reproduce, publish, distribute, sell, deal, transfer or otherwise make available any of the Information to any third party or use the Information for the benefit of any third party;
 - adapt, alter, modify or otherwise interfere with the Services and/or the Information;
 - create a database from the Information;
 - otherwise commercially exploit any of the Information;
 - copy interfere with or use in any unauthorised way, any digital certificate, web certificate or any other security device provided by us for use in connection with the Services;
 - remove or suppress any copyright notice or other proprietary markings contained within the Services or Information.
- h. You shall comply with our reasonable written instructions and directions in relation to the use of the Services (including in relation to information security).
- i. You agree and acknowledge that if information supplied by our licensors is made available to you as part of the Services, we can give our licensors details of your enquiry, your identity and the Charges paid in respect of an enquiry. The rights granted by these conditions are personal to you. You cannot transfer or grant any of these rights to anyone else.

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- j. Notwithstanding any other provision of these conditions, You shall be entitled to disclose any certificates provided by Experian as part of the Services in accordance with the "Permitted disclosures" for Your sector as set out in the Appendix to the Schedule (if any).

6. Confidentiality and Compliance

- a. Each party agrees that in connection with the provision or use of the Services (as appropriate), it will at all times comply with all applicable legislation, regulations, and other rules having equivalent force including the DPA and (to the extent relevant) the data protection principles referred to in the DPA. The Client shall ensure that all individuals whose personal data (as defined in the DPA) is to be processed by Experian under this Agreement have given consent (to the extent required by the DPA) to such processing.
- b. Each party shall, in respect of the Confidential Information for which it is the recipient:
 - keep the Confidential Information strictly confidential and not use or disclose to any person any part of such Confidential Information except as required for the performance of the recipient's obligations under this Agreement;
 - take all reasonable steps to prevent unauthorised access to the Confidential Information;
- c. Each party may disclose Confidential Information where it is required to do so by law or by a court or governmental body with competent jurisdiction and the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 6:
 - employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
 - the recipient's auditors and professional advisors solely for the purposes of providing professional advice;
 - if we are the recipient, agents and sub-contractors of Experian involved in performing our obligations under this Agreement, and Experian group companies;
 - if we are the recipient the Information Commissioner's Office pursuant to any requirement to do so (whether legally binding or otherwise), and any person as permitted by the DPA or any other statutory provision.
- d. We may disclose information in accordance with Clause 5i.
- e. You acknowledge that and agree that, without terminating or limiting Your obligations to Us relating to any other part of the Services, We may shall be entitled to suspend, cancel or decline to provide any Services to the extent that in our reasonable opinion, to provide the Services would be
 - in breach of any statutory provisions, regulations or codes of practice; or
 - not desirable or practicable by reason of any political, regulatory or public pressures; or
 - beyond Your entitlement to receive any Information which would otherwise be received as part of the Services.

7. Warranties and Liability

- a. You understand and accept that the Services and Information may be based upon and comprise data provided to us by third parties or which is otherwise publicly available. Accordingly, we give no warranty about the accuracy or fitness for any particular purpose of the Services and/or Information and/or any advice or

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opinion we give. We do however provide the Data Guarantee on the terms set out in Clause 8 below.

- b. You acknowledge and agree that the Services are not intended to be used as the sole basis for any business decision, and that we give no warranty as to the availability of the Services.
- c. The warranties expressly set out in this Agreement are the only warranties we give to you in respect of the subject matter of this Agreement. All warranties, representations or terms of equivalent effect which might be implied into this Agreement by law are excluded to the fullest extent permitted by law.
- d. Other than any Losses you are entitled to recover from us under the Data Guarantee, our total liability to you in any year for all claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) relating to the Services and/or the Information is limited to the amount paid by you to us in the previous 12 months.
- e. We shall not be liable (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
 - any indirect or consequential loss.
 - the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; business interruption; even if Experian had notice of the possibility of the Client incurring such losses.
 - the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; loss of sales or revenue; failure to reduce bad debt; reduction in the value of an asset; even If we had notice of the possibility of the you incurring such losses.
- f. We do not exclude or limit our liability to you:
 - for breach of Experian's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - for personal injury or death resulting from Experian's negligence or that of its employees, agents and/or sub-contractors;
 - under section 2(3) Consumer Protection Act 1987;
 - for any matter which it would be illegal for us to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
 - for our fraud or fraudulent misrepresentation,

and nothing in this Agreement shall be construed as excluding or limiting such liability.

8. Data Guarantee

- a. We shall provide the Data Guarantee to cover Losses up to the Limit of Protection for a period of 12 months from the date on which the Service was provided. For the avoidance of doubt, the Data Guarantee only provides coverage against Losses in relation to Data Issues in the Information provided to you in the Services and no other losses.
- b. We shall only be liable for Losses arising from Data Issues in the Information relating to the provenance of a particular vehicle as part of the Services and shall not be liable for any Losses arising from a vehicle's physical condition, value or valuation, specification, fuel consumption or dimensions except as otherwise provided for in these Conditions.
- c. You warrant and represent to us that any information provided to us:
 - in the course of the Services, in particular when ordering an AutoCheck; and/or
 - when making a claim under the Data Guarantee,

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is accurate and complete.

d. You shall immediately disclose to us any fact which we would expect to have notice of in accepting, assessing or paying a claim under the Data Guarantee.

e. The losses which the Data Guarantee provides coverage against ("Losses") are set out below:

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	Data Issue	Losses	Limit of Protection
1	At the time the AutoCheck Service was performed, the vehicle was subject to a finance agreement which was not shown in the results of the AutoCheck Service	If you are unable to obtain good title to the vehicle as a result of the finance agreement not shown in the results of the AutoCheck Service, we shall make payment (up to the Limit of Protection) to the relevant lender under such finance agreement to enable you to obtain full title to the vehicle.	The lower of (i) the Market Value of the vehicle at the time the claim is made under the Data Guarantee; or (ii) £10,000
2	At the time the AutoCheck Service was performed, the vehicle was recorded as a Category A or B insurance write-off by an insurer, but this was not shown (or not shown correctly) in the results of the AutoCheck Service.	Up to the Limit of Protection, we will pay to you an amount equal to the purchase price paid by you for the vehicle (less any scrap value you have received).	The lower of (i) the Market Value of the vehicle at the time the claim is made under the Data Guarantee; or (ii) £10,000.
3	The vehicle was reported stolen prior to the AutoCheck Service being performed, however, the results of the AutoCheck Service did not show a stolen vehicle marker.	Up to the Limit of Protection, we will pay to you an amount equal to the purchase price paid by you for the vehicle.	The lower of (i) the Market Value of the vehicle at the time the claim is made under the Data Guarantee; or (ii) £10,000.
4	At the time the AutoCheck Service was performed, the vehicle was recorded as an insurance write-off by an insurer (other than a Category A or B write-off) but this was not shown (or not shown correctly) in the results of the AutoCheck Service.	Up to the Limit of Protection, we will pay to you an amount equal to either: (1) the reduction in the Market Value of the vehicle as it result of it being recorded as an insurance write-off (where you retain the vehicle); or (2) if you have sold on the vehicle: a. (where you have re-purchased the vehicle after the Data Issue came to light and subsequently sold it on to a third party), the difference between the price received for the vehicle when you originally sold it and the price received when the vehicle was subsequently re-sold after the Data Issue came to light; or b. (where the third party who purchased the vehicle from you chooses to keep the vehicle and to receive	The lower of (i) 50% the Market Value of the vehicle at the time the claim is made under the Data Guarantee; or (ii) £5,000.

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	Data Issue	Losses	Limit of Protection
		compensation from you), the amount of compensation agreed with and paid to the purchaser of the vehicle.	
5	At the time the AutoCheck Service was performed, the vehicle was an Export or Import but this was not shown in the results of the AutoCheck Service.	Up to the Limit of Protection, we will pay to you an amount equal to the reduction in the Market Value of the vehicle as a result of the missing or incomplete import or export marker coming to light, as calculated on the day the claim is made.	The lower of 10% the Market Value of the vehicle at the time the claim is made under the Data Guarantee or £1,000.
6	The number of registered keepers shown in the results of the AutoCheck Service is lower than the number of registered keepers recorded with the DVLA up to the date on which the AutoCheck Service was performed.	No evidence of actual financial loss required. We will pay out the Limit of Protection where this Data Issue arises.	£250
7	The results of the AutoCheck Service specify a colour which is different to colour recorded with DVLA for the vehicle.	No evidence of actual financial loss required. We will pay out the Limit of Protection where this Data Issue arises.	£50
8	The mileage shown in the results of the AutoCheck Service is different to a previous higher reading recorded in any other mileage database and the mileage record provided by you to us for the vehicle shows that the previous higher reading was correct.	No evidence of actual financial loss required. We will pay out the Limit of Protection where this Data Issue arises.	£250

- f. We shall only be liable to make payments to you under the Data Guarantee if the following conditions are met:
- You are a sole trader, partnership or body corporate (but not an individual in their

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- own capacity) who has purchased the AutoCheck Service and subsequently purchased the vehicle to which the AutoCheck Service related;
- You have acted with professional diligence in making the vehicle purchase, to be determined solely by us (acting reasonably). We will take into account all relevant information in deciding whether the purchase was carried out with professional diligence. We may regard any of the following non-exhaustive circumstances as indicative that you failed to act with professional diligence:
 - the purchase was made with prior knowledge of the circumstances giving rise, or contributing to, the claim under the Data Guarantee;
 - you failed to confirm before the vehicle purchase that the vehicle identification number ("**VIN**") displayed in the results of the Service matched the vehicle registration certificate ("**V5C**") and the VIN displayed on the vehicle;
 - you failed to confirm that the vehicle registration mark ("**VRM**") and other details provided in the results of the Service were consistent with those of the vehicle;
 - you purchased the vehicle despite the existence of information in the results of the Service which should have put you on notice that the vehicle should not be purchased;
 - you failed to confirm that the identity of the seller of the vehicle was the same person as the current keeper recorded on the V5C; or
 - you failed to confirm the vehicle had a valid MOT certificate (where it was compulsory for the vehicle to have one);
 - the Autocheck Service was carried out prior to the purchase of the vehicle;
 - the vehicle was purchased in the ordinary course of your business;
 - the vehicle does not have false VRM and/or VIN;
 - you have allowed Experian to inspect any vehicle in respect of which a claim is made under the Data Guarantee;
 - you have provided evidence of financial loss to us in respect of the relevant Losses together with such other documentation as we may require, acting reasonably, to assess the claim; and
 - you have taken all reasonable precautions to avoid, and taken reasonable steps to mitigate, Losses which are or may be recoverable under the Data Guarantee.
- g. The Data Guarantee will not provide coverage against Losses in the following circumstances or for the following losses or expenses:
- financial loss (whether arising from loss, destruction of or damage to the vehicle) occurring after the date of the AutoCheck Service other than as set out in Clause 8(e) above;
 - where the vehicle was purchased outside Great Britain or Northern Ireland;
 - where you made cash payments for the vehicle exceeding £5,000 or 10% of the purchase price of the vehicle (whichever is the higher);
 - where you cannot provide a valid reason (to be determined at our sole discretion) for purchasing the vehicle for 30% or more below the Market Value;
 - legal fees or expenses;
 - you have provided incorrect or incomplete information to us when requesting the Service, or when making a claim under the Data Guarantee;
 - losses in respect of vehicles other than those for which the Service is available, being a car, motorcycle or commercial vehicle;
 - where the vehicle is not registered with the DVLA in the United Kingdom when the AutoCheck is carried out, or where it bears a VRM with the prefix or suffix letter Q;
 - you have not made payment for the Services in accordance with these Conditions;
 - any issue arising or occurring prior to the vehicle's first registration with the DVLA;
 - you make a false or fraudulent claim under the Data Guarantee; and

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- where you have purchased the vehicle despite any of the details provided by the seller of the vehicle failing to accord with the results of the AutoCheck Service.
- h. Any claim made under the Data Guarantee must be made using a claim form, which is available by writing to AutoCheck Claims Department, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ or by telephoning 0870 333 8030.

9. Co-operation and help

At your own cost, you must co-operate with us and give us the information and help we need to perform our obligations in relation to the Services.

10. Ending the contract

- a. Either of us may terminate this Agreement immediately by serving written notice on the other party:
 - if the other party commits a material breach of an obligation under this Agreement which is not capable of remedy;
 - if the other party commits a material breach of an obligation under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
 - if the other party becomes insolvent.
- b. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party: which have accrued before termination; or which are intended to continue to have effect beyond termination. Your entitlement to use the Information shall (unless such entitlement is stated to be perpetual) cease on termination of this Agreement.

11. Events beyond our control

Neither party shall be liable for events beyond its reasonable control.

12. Entire agreement, variation and waiver

- a. This Agreement forms the whole agreement between both of us, and takes the place of all previous negotiations, understandings and representations in relation to the same subject matter as this Agreement. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this Agreement.
- b. These conditions may be changed by us at any time by us giving you notice of the changes to these conditions. If we do not hear from you within 30 days of the date of such notice, we will deem that to be your acceptance of the updated conditions. If you do not agree to the changes, you must notify us within 30 days of the date of the notice, and you shall be entitled to terminate with immediate effect.

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- c. Except as specified in 12b above if either of us fails to exercise any right or solution available under these conditions, any failure or delay will not prevent either of us from relying on those rights or solutions in the future.

13. Integrators and Third Party Rights

- a. You shall access or use the Services via the Integrator.
- b. Subject to Clause 7f above, we shall not in any event be liable for any issues or problems arising from the provision of the Services via the Integrator.

14. Third Party Rights

Persons who are not a party to this Agreement shall not have any rights under this Agreement.

15. Removing conditions

If a court of law finds any part of this Agreement to be invalid, it will be deleted and the rest of this Agreement shall remain to be in full force.

16. Law

This Agreement is governed by English law. We both agree that the courts of England will have the exclusive power to settle any dispute that may arise out of, under, or in connection with this Agreement.

17. Notices

- a. All notices must be in writing and sent by first-class post or fax. If we write to you, we will use the address, fax number or e-mail set out in the Application Form. You can write to us at our registered office address.
- b. All notices are considered to have been received:
 - 48 hours after being posted if posted to the correct address; or
 - one hour after being sent if sent by fax within normal working hours
 - Notices sent by email will not be accepted.

18. Special Terms: Vehicle Mileage Check Service

This section is only applicable to you if the Services that we provide to you include the Vehicle Mileage Check Service ("VMC Service").

Where we are providing the VMC Service to you, you acknowledge and agree that we

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may sub-contract performance of the VMC Service to Vehicle Mileage Check Limited (one of our subsidiaries).

You acknowledge and agree that the VMC Service can only comment on the vehicle(s) on which the VMC Service is conducted.

You acknowledge and agree that it shall at all times remain responsible for ensuring that its vehicle due diligence policies and practices are compliant with all applicable laws.

If you are a VMC Member, we recommend that you adhere to the procedures shown in the due diligence policy document known as Vehicle Mileage Check User Guide ("VMC User Guide"), a copy of which shall be available on request. However, you acknowledge and agree that the VMC User Guide is not intended to replace your own vehicle due diligence policies and practices.

19. Complaints

If you wish to make a complaint regarding the Services, please contact us as follows:

Email: complaints@uk.experian.com

Post: Customer Relations, Experian Limited, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

Telephone: 0344 481 8197* from Monday to Friday, 9am to 5pm

**Charges for calling 03 numbers are the same as for calls made to standard UK landline phone numbers starting 01 or 02. If your landline or mobile phone package means you can call an 01 or 02 number as part of 'free' inclusive minutes, the same will apply to calling our 03 number.*

DVLA DATA SCHEDULE

The Driver Vehicle Licensing Agency ("DVLA") has stipulated that the following terms and conditions shall apply to a client of Experian who receives DVLA vehicle data as part of services provided by Experian. The below terms and conditions have been imposed and Experian has no authority or ability to agree to any amendments.

1. The Client acknowledges that the DVLA may request Experian to immediately omit or cease to provide any such part of the DVLA data for such period as the DVLA may determine. Upon Experian receiving such a request from the DVLA, the Client agrees that Experian shall be entitled to immediately comply with such request and such compliance shall not be in breach of this Agreement.
2. The Client acknowledges that the DVLA may terminate the supply of DVLA data to Experian or change the data supplied or manner of supply to Experian. Upon such termination or change, the Client agrees that Experian shall be entitled to cease supplying DVLA data to the Client as part of the Services or change the DVLA data it supplies to the Client, or the manner of supply to the Client.
3. The Client shall permit Experian to keep a record of checks made by customers of the Client using the services against particular assets, and agrees that Experian is entitled to disclose such record to the DVLA.
4. In relation to DVLA data, the Data Caching and VIN Appendixes below shall apply in addition to licence terms and restrictions elsewhere in this Agreement.

DATA CACHING APPENDIX

1. For the purpose of this Appendix, "caching" and "cache" are defined as the temporary or permanent storage of DVLA data.
2. The Client shall only be permitted to cache:
 - a. for a limited period of 24 hours to allow multiple hits against a single record as part of continuous enquiry e.g. multiple insurance quotes from a website or call centre;
 - b. for a limited period where it is necessary to retain the results of a data record for auditing purposes/contractual issues. The data must be held in archive records and must only be retained as long as necessary for this purpose.
3. The Client must not use DVLA data to fulfil further enquiries or transactions on its behalf or from other actual or potential customers, nor to fulfil multiple enquiries such as insurance or financial quotes after the 24 hour period above has expired.
4. For the avoidance of doubt, storage of DVLA data for future use/to create an alternative database is not permitted.

VIN APPENDIX

1. In this Appendix the following additional definitions shall apply:
 - a. **"VRM"** means Vehicle Registration Mark;
 - b. **"VIN"** means a Vehicle Identification Number;
2. Where VIN data is available as part of the Services, the Client agrees that it shall only request, and is only entitled to request, such data where:
 - a. the Client business is in a sector listed in the table below as being a sector where disclosure of a VIN can occur; and
 - b. the reason for the request is listed in the relevant "Why needed" section of the table below for the Client's sector.
3. In relation to any VIN data received by the Client from Experian, the Client shall only use such data in accordance with the relevant "Permitted disclosure" section of the table below for the Client's sector.
4. In relation to any VIN data received by the Client, the Client agrees that it shall:
 - a. take appropriate technical and organisational measures against unauthorised disclosure of such data;
 - b. not retain such data for longer than is necessary nor use it for any purpose other than the relevant "Permitted disclosure" section of the table below for the Client's sector;
 - c. not disclose the data to third parties unless permitted by the relevant "Permitted disclosure" section of the table below for the Client's sector.

Market Sectors where disclosure of VIN can occur:

Sector	Why needed	Permitted disclosure
Motor Franchised; Dealers Franchised Dealers Motor Non-	To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.	Displayed on the vehicle search report / certificate. Recorded on the vehicle inventory, stock report, ledgers and customer database / service record. Information disclosed to vehicle purchaser / owner, dealership staff, sub-contractors and auditors.

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<p>Auction Houses</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.</p>	<p>Displayed on the vehicle search report / sale lot. Recorded on the sales systems, vehicle inventory, stock report and ledgers. Information disclosed to vehicle vendor / purchaser, auction staff, sub-contractors and auditors.</p>
<p>Original Equipment Manufacturers</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To use the VIN as an identifier if vehicle is not yet registered.</p>	<p>Displayed on the vehicle search report / certificate. Recorded on the vehicle inventory, stock report, ledgers and customer database / service record. Information disclosed to franchise holders, vehicle owner / purchaser, OEM staff, sub-contractors and auditors.</p>
<p>Finance Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To use the VIN as an identifier if vehicle is not yet registered.</p>	<p>Recorded on the vehicle asset / inventory files, agreement reports, ledgers and customer database / record. Information disclosed to vehicle operator / owner / purchaser, finance company staff, sub-contractors and auditors.</p>
<p>Insurance Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle.</p>	<p>Recorded on the vehicle policy / claims files, agreement reports, ledgers and customer database / record. Information disclosed to vehicle operator / owner / policyholder, insurance company staff, sub-contractors and auditors.</p>
<p>Fleet and Leasing Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To use the VIN as an identifier if vehicle is not yet registered.</p>	<p>Recorded on the vehicle asset / inventory files, agreement reports, ledgers and customer database / service record. Information disclosed to vehicle operator / owner / purchaser, fleet & leasing company staff, sub-contractors and auditors.</p>
<p>Aftermarket Service providers</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. Used to help identify and link to replacement parts and</p>	<p>Recorded on the vehicle order record, ledgers and customer database / service record. Information disclosed to vehicle repairer / operator / owner / purchaser, aftermarket company staff, sub-contractors and auditors.</p>

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	accessories.	
Automotive systems and integration companies (e.g. vendors of Dealer Management Systems)	To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle.	Displayed on the vehicle search report / certificate. Recorded within the application modules to handle vehicle inventory, stock report, ledgers and customer database / service record. Information disclosed to vehicle repairer / systems operator, vehicle owner / purchaser, systems integrator company staff, sub-contractors and auditors.
Law enforcement agencies	To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle. To use the VIN as an identifier if vehicle is not yet registered.	Displayed on the vehicle search report / certificate. Recorded on the case files, reports and legislative documentation. Information disclosed to authorised individuals and bodies involved in and processing the case / enquiry.
Salvage companies	To assist in confirming the identity of the vehicle by validating that the VRM searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.	Displayed on the vehicle record / COD (Certificate Of Destruction). Recorded on the vehicle inventory, stock report, ledgers and customer database. Information disclosed to vehicle operator / owner, salvage company staff, sub-contractors and auditors.

Market sectors where the VIN cannot be disclosed:

The VIN cannot be disclosed to the Client unless the Client falls into one of the sectors above. For the avoidance of doubt, the VIN cannot be disclosed to third parties that are:

- Consumers; or
- Marketing Companies (other than those working on behalf of approved trade sector clients in respect of their core activities under permitted uses)

Experian Autocheck Terms and Conditions

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