

# Dealer Terms of Use

These Dealer Terms of Use are in effect until 31 October 2021, the Dealer Terms of Use effective as of 1 November 2021 can be found [here](#).

## 1. Formation

- 1.1 These Dealer Terms of Use, the Insertion Order, the Gumtree Terms, and any Offers (together, the **Terms**) create a contract between you and Gumtree AU Pty Ltd (ACN 616 996 840) (**us, we or our**). Please read the Terms carefully.
- 1.2 For the purpose of resolving any inconsistency between the various terms specified in clause 1.1, the order of precedence will be as follows: the Insertion Order, these Dealer Terms of Use, and then the Gumtree Terms.
- 1.3 You acknowledge and agree that some Services are provided on the Autotrader Sites. To the extent you use the Autotrader Sites, you agree you must comply with the Autotrader Terms and the Autotrader Terms will form part of this agreement. To the extent of any inconsistency between these Terms and the Autotrader Terms, these Terms will prevail.
- 1.4 If you:
  - (a) have an existing Insertion Order, these Terms apply on the date they take effect as set out in a notice from us; or
  - (b) are a new dealer (**New Dealer**) this agreement commences and these Terms apply from the later of:
    - (i) the start date set out on your Insertion Order; or
    - (ii) the day after your signed Insertion Order is received by us,

**(Start Date)**.
- 1.5 We may change these Terms at any time. Your continued use of the Services following any changes indicate your acceptance of the changes. For material changes (including changes to the Fees), we will give you 30 days' notice. Except as stated elsewhere, such materially amended terms will be effective 30 days from the date that they are notified to you (**Change Notice Period**). If you do not agree to such material changes, you have the right to terminate by notifying us within the Change Notice Period, termination to take effect from the end of the Change Notice Period. The current copy of the Terms can always be located at: [www.autotradergroup.com.au/dealertermsandconditions](http://www.autotradergroup.com.au/dealertermsandconditions).

## 2. Term

This agreement continues in perpetuity from the Start Date, until or unless otherwise terminated in accordance with these Terms (**Term**).

## 3. Termination

- 3.1 You may not terminate this agreement during the Minimum Commitment Period.

- 3.2 You may terminate this agreement on 30 days' notice by email to [support@autotradergroup.com.au](mailto:support@autotradergroup.com.au), not to take effect before the end of the Minimum Commitment Period.
- 3.3 We may suspend and/or terminate this agreement:
- (a) on 30 days' notice to you for any reason (we are not obliged to disclose the reason); or
  - (b) immediately on notice if you are in Material Breach of these Terms or if you are insolvent.
- 3.4 If we suspend and/or terminate this agreement in accordance with clause 3.3(b), you will not be entitled to a refund of, or a pro-rated discount to, any Fees due in respect of the month of suspension and/or termination.
- 3.5 On termination of this agreement, you must:
- (a) pay all outstanding amounts to us within 30 days of our final invoice;
  - (b) cease using the Services; and
  - (c) comply with any additional third-party terms applicable to:
    - (i) Third Party Sites; and/or
    - (ii) External Services as described in clause 9.

## **4. Services**

- 4.1 You will access and use the Services in accordance with:
- (a) these Terms;
  - (b) all applicable laws; and
  - (c) our reasonable directions.
- 4.2 We will provide PPV Services if you are on an Autotrader Package, and Subscription Services if you are on a Gumtree Package or an Autotrader Group Package. Packages are available at our absolute discretion.
- 4.3 You acknowledge and agree we:
- (a) may edit Listings to ensure compliance with polices related to content displayed on Third Party Sites, Autotrader Sites and/or Group Sites;
  - (b) may distribute your Listings to Group Sites and other third party sites unless you expressly request otherwise by email to [support@autotradergroup.com.au](mailto:support@autotradergroup.com.au);
  - (c) to the extent permitted by law, are not liable for any errors, incorrect descriptions, misplacements, amendments or omissions or non-compliance with relevant Australian laws in relation to any Listing caused by or arising from information you provide us in relation to the Listing;

- (d) are not responsible for tracking the origin of a page view or enquiry for further information in response to a Listing; and
- (e) may, in our sole discretion refuse to deliver a Lead to you.

4.4 To the extent permitted by law, we make no representations or warranties to you as to:

- (a) the number of Leads that you will or may receive; or
- (b) the publication or distribution of Listings on any Third Party Site or media.

## **5. Your obligations**

5.1 You must:

- (a) remove the relevant Listing immediately if a vehicle is sold or withdrawn from sale;
- (b) ensure that your Listings comply with all relevant Australian laws.

5.2 In respect of vehicle photos provided to us, you must ensure that:

- (a) the photos accurately represent the advertised vehicle;
- (b) the photos are free from borders, watermarks, dealership information or contact details, advertising material or any other branding material which identifies the location of the vehicle or your dealership(s);
- (c) no manufacturer program content except as may be approved by us appears in the photos; and
- (d) photos are provided in acceptable formats.

## **6. Fees and payment**

### ***Subscription Services***

6.1 If you are on a Subscription Service:

- (a) you may post Listings on some or all of the Group Sites (as applicable to your Service) subject to the Package Limit;
- (b) you agree to pay within 30 days of the date of the invoice that we send to you:
  - (i) the Subscription Fee;
  - (ii) a Per Listing Fee in respect of any Listings that you post that exceed the Package Limit in the given month (as applicable). If any of the Listings that you post are vehicles from a different sub-category to the category that applies to your package or vehicle parts, you will be charged the Per Listing Fee applicable to your package (for example, if you are on a Premium 10 Gumtree Package for Cars, Vans & Utes and you post Listings for motorbikes, you will be charged the Per Listing Fee applicable to the Premium 10 Gumtree Package for Cars, Vans & Utes, not the Per Listing Fee applicable to motorbike packages). If you have multiple packages in place, you will be charged for any Listings that exceed the Package Limit at the Per Listing Fee that applies to the package that is attached to

the account you are logged into and posting Listings under. Vehicle parts are a separate vehicle category for the purposes of this agreement; and

- (iii) any applicable Feature Fees for your Listings in the given month.

### **PPV Services**

6.2 If you are on a PPV Service:

- (a) you may post Listings on the Autotrader Sites;
- (b) you agree to pay within 30 days of the date of the invoice that we send to you:
  - (i) the Insertion Fees;
  - (ii) the PPV Fees up to the cap set out in your Insertion Order (**PPV Cap**). You will not be charged for any Detailed Page Views on a Listing recorded over the PPV Cap; and
  - (iii) any applicable Feature Fees for your Listings in the given month.

### **All Services**

6.3 Where your payment method is direct debit:

- (a) your nominated debit or credit card will be charged within 30 days from the date you receive an invoice from us without further authorisation from you, unless you have cancelled or otherwise modified your access in accordance with these agreed Terms or the terms of your direct debit agreement;
- (b) it is your responsibility to ensure your that:
  - (i) your direct debit details are, at all times, valid and up to date;
  - (ii) sufficient funds are available; and
  - (iii) the billing address and other necessary information you have provided are, at all times, valid and up to date.

6.4 If you wish to raise a genuine dispute about an invoice, you must notify us before the due date and pay the undisputed portion by the due date.

6.5 If you fail to pay an undisputed invoice within 60 days of its due date, we reserve the right to charge interest on overdue amounts at the rate of 1.5% per month and/or suspend your account and access to the Services until all overdue amounts are paid.

6.6 Unless otherwise expressly stated, all Fees, prices or other sums payable, or consideration to be provided under these Terms are exclusive of GST. If GST is payable in relation to a Taxable Supply by any party under these Terms, the amount payable for that Taxable Supply is the amount for that Taxable Supply plus GST.

6.7 You consent to us undertaking any credit checks in respect of you that we deem necessary.

## **7. Upgrades/downgrades**

- 7.1 You may request to upgrade your Service at any time by providing notice to [support@autotradergroup.com.au](mailto:support@autotradergroup.com.au) or by phone with your account manager. You will be required to sign a new insertion order and the upgrade will take effect from the date specified on your new insertion order.
- 7.2 Following the Minimum Commitment Period, you may elect to downgrade your Services at any time. Where you elect to do so:
- (a) the new Subscription Service and your access to Functionality will take effect from the later of the first day of the following month, the date stated in your new insertion order, or the date agreed between us in writing; and
  - (b) if you are changing from a Subscription Service to a PPV Service, you will be charged:
    - (i) for new Listings, the Fees set out in clause 6.2; and
    - (ii) for any Listings that were live on the Autotrader Sites under a previous insertion order with Autotrader (i.e. before you were on an Autotrader Group Package) using the same Listing number and VIN number which were subject to PPV Fees:
      - (A) the PPV Fees up to the PPV Cap. All Detailed Page Views recorded under the previous insertion order with us (for the avoidance of doubt, this does not include Detailed Page Views recorded for the Listing during the time you were on the Autotrader Group Package) will be taken into account when calculating the PPV Cap; and
      - (B) any applicable Feature Fees for the Listings.

## 8. Leads

### *All Leads*

- 8.1 You must ensure that all Leads are handled promptly and in a professional manner.
- 8.2 You must not sell, assign, or otherwise provide (whether electronically or otherwise) any Lead or information relating to any Lead to any third party.

### *Phone Leads*

- 8.3 If we allocate to you a phone number for your Listing(s) this clause 8.3 will apply:
- (a) phone Leads will be supplied to you through carriers nominated by us from time to time (**Carrier**);
  - (b) we may allocate to you or a Listing such phone number(s) as we determine;
  - (c) you acknowledge that all phone numbers allocated to you and/or your Listings are owned or licensed to us and that you have no proprietary interest other than as licensee;
  - (d) we may withdraw and/or substitute any phone numbers allocated to you and/or your Listings at our discretion without notice or liability to you;
  - (e) you must nominate a phone number for redirection of phone calls;

- (f) you consent to:
  - (i) us providing the Carrier with such information as is necessary to provide phone Leads to you; and
  - (ii) the Carrier providing to us information in relation to the use of phone Leads including, call source, account information and call event records.
- (g) you acknowledge and agree that:
  - (i) we may rely on information supplied by the Carrier in relation to the use of phone Leads;
  - (ii) in the event of cancellation of this agreement, the phone numbers allocated to you and/or your Listings will be returned to the pool and re-allocated;
  - (iii) supply is dependent upon the Carrier and we are not liable for any failure by the Carrier to supply phone Leads;
  - (iv) we record phone Leads and your calls with phone Leads;
  - (v) you must inform your employees that their involvement in calls with phone Leads will be recorded; and
  - (vi) where we supply such recordings to you, you must keep the recordings secure, not disclose their content to third parties and must only use the recordings to conclude a sale of the relevant vehicle to the relevant caller or for training purposes.

## 9. External Services

9.1 We may enable access to third-party applications and services and/or distribute your Listings to a Third Party Site unless you expressly request otherwise (**External Services**).

9.2 If you use External Services, you agree:

- (a) you must comply with any third party terms applicable to the External Services. Mention of External Services in any materials, documentation or advertising provided to you is for informational purposes only and constitutes neither an endorsement nor a recommendation. All External Services are supplied by the respective vendor and we have no responsibility with regard to the selection, performance, or use of these vendors or their products;
- (b) information and data collected by a third party providing External Services is governed by that third party's terms;
- (c) we are not responsible for examining or evaluating the content of any third party External Services;
- (d) we do not guarantee the accuracy, integrity or quality of third party External Services, and will not be liable for any third party External Services;
- (e) charges may apply to your use of the External Services and we assume no responsibility for the transaction of funds or the actions or identity of any transfer recipient or sender nor do we have an obligation to provide a refund or repayment for

whatever reason of any amounts paid by you to any other third party for External Services; and

- (f) we may suspend, remove, disable or impose access restrictions or limits on any External Services, at any time without notice or liability to you.

## 10. Content

10.1 You are responsible for all your content, data and information that you create, generate, submit, post, gather, store, host, or display on or through the Services, including:

- (a) data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials; and
- (b) personal information (being information or an opinion about an identified or reasonably identifiable individual, whether or not the information or opinion is true and whether or not the information is recorded in a material form) or financial information (being financial reports, financial advice, CRM information, performance reports, audit results and other confidential information regarding a user's business operations) about you, us or another user,

(collectively, **User Content**).

10.2 You must not submit, post or display any User Content that:

- (a) you do not have legally valid permission, right or license to use;
- (b) is defamatory, objectionable, offensive, unlawful, deceptive or harmful;
- (c) is personal, private or confidential information belonging to others unless you have obtained legally valid consent;
- (d) requests personal information from a minor;
- (e) impersonates or misrepresents your affiliation with another person or entity (including us);
- (f) transmits spam, including unauthorised advertising or promotional materials; or
- (g) is illegal, fraudulent, or manipulative.

10.3 Any User Content you post using the Services will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, however by posting any User Content via the Services, you:

- (a) grant us and our affiliates, customers and service providers, and each of their and our respective licensees, successors and assigns the right to use, sublicense, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, including for commercial use; and
- (b) agree you will have no right of approval, no claim for compensation, and no claim (including without limitation, claims based on invasion of privacy, defamation or right of

publicity), arising out of, directly or indirectly, from the use, broadcast and publication of any User Content.

- 10.4 To the extent you have moral rights within the meaning of the *Copyright Act 1968* (Cth) in relation to any User Content. You irrevocably consent to all acts or omissions committed by us or that may infringe any or all such moral rights, whether occurring before or after this consent is given, and if those non/acts are committed in a place in which consent is inadequate to permit them without infringement, you irrevocably waive your moral rights in that place.
- 10.5 We also have the right to disclose your identity to any third party who is claiming that any of your User Content constitutes a violation of their intellectual property rights, or of their right to privacy.

## 11. Intellectual Property

- 11.1 You grant us a perpetual, worldwide, sublicensable, assignable, non-exclusive and irrevocable licence to use, reproduce, modify and adapt the Intellectual Property Rights in your data, Listings and in any content you make available to us (**Licensed IP**).
- 11.2 You warrant our use of the Licensed IP won't infringe the rights (including Intellectual Property Rights) of any third party.

## 12. Liability and indemnity

- 12.1 Notwithstanding any other provision of this agreement and to the fullest extent permitted by law:
- (a) our aggregate liability in connection with this agreement whether in contract, tort (including negligence), statute or otherwise will not exceed an amount equal to the Fees paid by you to us in the last 6 months;
  - (b) neither party is liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any Consequential Loss, indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of opportunities or business interruption); and
  - (c) the Services are (except as expressly stated by us) provided "as is" and "as available" for your use without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 12.2 You acknowledge that the use of the Services is at your sole risk. You are solely responsible for determining whether the Services are suitable for your needs and for backing up your own system, including any content or materials acquired, developed, created, through the Services.
- 12.3 To the fullest extent permitted by law, we do not guarantee, represent, or warrant that your use of the Services will be uninterrupted or error-free, free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion.

## 13. Indemnity

You indemnify and hold us, our directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of or in connection with your breach of these Terms and/or your use or misuse of the Services.



## 14. Force majeure

If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended (other than the obligation to make payment) to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.

## 15. Dispute resolution

- 15.1 Any party who claims to have a dispute against another party must issue a Dispute Notice.
- 15.2 Within 7 days after receiving the Dispute Notice, the parties must meet to resolve the dispute. Each party will be represented by a person having authority to agree to such resolution or methods. All aspects of the meetings will be confidential and without prejudice to the parties' rights, obligations and liabilities.
- 15.3 If the parties do not resolve the dispute within 30 days (or such longer period the parties may agree in writing) after the Dispute Notice, then either party may initiate court proceedings in relation to the dispute.

Despite the existence of a dispute, each party must continue to perform its obligations under the agreement unless those obligations are the subject of the dispute.

## 16. Notices

- 16.1 A notice, consent or other communication under this agreement is only effective if it is in writing.
- 16.2 You must send any notices or other communication to us under this agreement to [support@autotradergroup.com.au](mailto:support@autotradergroup.com.au). We will send any notice to you via email to the email address that you have provided in the Insertion Order, or such other email address as you have communicated to us in writing from time to time.
- 16.3 A notice will be deemed to be received within 24 hours after the message has been sent (as recorded on the device from which the sender sent the message), unless the sender receives an automated message that the email has not been delivered.

## 17. General

- 17.1 The Services provided by us under these Terms may be provided by us or by any of our Related Bodies Corporate. We may enforce these Terms for and on behalf of all relevant Related Bodies Corporate.
- 17.2 We may assign, transfer, novate and otherwise deal in any manner with all or any part of the benefit of this agreement and any of its rights, remedies, powers, duties and obligations under this Agreement to any person without prior consent from you.
- 17.3 We may, in our sole discretion, sub-contract the performance of any part of the Services to any third party.
- 17.4 A failure to enforce any right or provisions in these Terms will not constitute a waiver of such right or of any other provision.

- 17.5 Nothing in these Terms will be taken as giving rise to a relationship of employment, agency, partnership or joint venture.
- 17.6 If any term or provision of these Terms are held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from these Terms and the remaining terms and conditions will be unaffected.
- 17.7 These Terms contain the entire understanding between the parties concerning the subject matter of these Terms and supersedes all prior communications.
- 17.8 These Terms are governed by and constructed under the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 18. Definitions

18.1 In these Terms unless the context otherwise requires:

**Autotrader** means Carsguide Autotrader Media Solutions Pty Ltd (ACN: 150 757 574).

**Autotrader Group Package** means a subscription for posting Listings on the Autotrader Sites and the Gumtree Site, for which you have contracted with Gumtree AU Pty Ltd.

**Autotrader Package** means a package of services to post Listings on the Autotrader Sites.

**Autotrader Sites** mean [www.autotrader.com.au](http://www.autotrader.com.au), [www.carsguide.com.au](http://www.carsguide.com.au), and each of their associated sites, mobile sites and applications.

**Autotrader Terms** means the [Autotrader Conditions of Use](#) and [Privacy Policy](#), as amended from time to time.

**Carrier** has the meaning given to that term in clause 8.3(a).

**Consequential Loss** means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

**Dispute Notice** means a notice issued by a party claiming a dispute has arisen, which is issued to the other party setting out the nature of the dispute and all other information relevant to the dispute.

**External Services** has the meaning given to that term in clause 9.

**Detailed Page View** means the view of an individual vehicle's detail page for a Listing on the Autotrader Sites and/or Third Party Sites to which we distribute your Listings.

**Feature Fee** means the fee for any additional product feature that you choose to apply to a Listing (whether manually, automatically as noted on an Insertion Order, or via your account manager) set out on your Insertion Order or on the applicable site.

**Fee** means the total fees charged per month payable for the Services, including the Insertion Fees, the PPV Fees, the Feature Fees and/or the Subscription Fees, as applicable.

**Force Majeure Event** means any act, event or cause including pandemics, earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial

conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this agreement; and
- (b) is beyond the reasonable control of that party.

**Functionality** means the functionality and operational features of the Services which are accessible by, and/or made available to, you in accordance with your Insertion Order and:

- (a) [www.gumtreeforbusiness.com.au/automotive/pricing/](http://www.gumtreeforbusiness.com.au/automotive/pricing/) for Gumtree Packages for cars, vans & utes;
- (b) [www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/](http://www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/) for Gumtree Packages for all other vehicle categories; and
- (c) such URL as we notify to you and/or such documentation as we provide for all Automotive Group Packages,

or such updated URLs as are provided to you from time to time.

**GST** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*.

**Gumtree Package** means a package of services to post Listings on the Gumtree Site.

**Group Sites** means a website of a Related Body Corporate.

**Gumtree Site** means [www.gumtree.com.au](http://www.gumtree.com.au).

**Gumtree Terms** means the [Terms of Use](#), [Privacy Policy](#), [Dealer Central Licence Terms](#), as amended from time to time.

**Insertion Fee** means the insertion fees set out in your Insertion Order on a per Listing basis for all Listings posted on the Autotrader Sites under an Autotrader Package in the relevant month.

**Insertion Order** means the Advertiser Agreement or Online Inventory Listing Agreement signed by you.

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

**Lead** means a page view or enquiry for further information in response to a Listing.

**Listing** means a new, demonstrator or used vehicle listing posted on one of the Group Sites or a Third Party Site.

**Loss** means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise.

**Material Breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit that the terminating party would otherwise derive from a substantial portion of this agreement over the term of this agreement.

**Minimum Commitment Period** means:

- (a) for New Dealers, 3 months from the Start Date; and/or
- (b) for all dealers, 3 months from any upgrade to your Service taking effect, in accordance with clause 7.1.

**New Dealer** has the meaning given to that term in clause 1.3

**Package Limit** means the limit on the number of advertisements that may be posted by you in any given month in respect of the vehicle types selected (based on the average number of live advertisements over the calendar month) as set out in your Insertion Order.

**Per Listing Fee** means the fee for each Listing in excess of the monthly Package Limit currently set out at:

- (d) [www.gumtreeforbusiness.com.au/automotive/pricing](http://www.gumtreeforbusiness.com.au/automotive/pricing) for cars, vans & utes on a Gumtree Package;
- (e) [www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/](http://www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/) for all other vehicle categories on a Gumtree Package; and
- (f) such URL as is provided to you for all Autotrader Group Packages,

or such updated URLs as are communicated to you from time to time.

**PPV Cap** has the meaning given to that term in clause 6.2.

**PPV Fee** means the fees set out in your Insertion Order under the 'Pay Per View' sections, comprised of a fee per Detailed Page View for each Listing during the relevant month.

**PPV Service** means the services provided by us that allow you to post new, demonstrator, and used vehicles on the Autotrader Sites, as set out in the Insertion Order.

**Related Body Corporate** has the meaning given to that term in the *Corporations Act* 2001 (Cth).

**Services** means the Subscription Services and/or PPV Services, as set out in the Insertion Order.

**Subscription Fee** means the fee for the Subscription Service currently set out at:

- (a) [www.gumtreeforbusiness.com.au/automotive/pricing](http://www.gumtreeforbusiness.com.au/automotive/pricing) for cars, vans & utes on a Gumtree Package;
- (b) [www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/](http://www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/) for all other vehicle categories on a Gumtree Package; and
- (c) such URL, or in such documentation as is provided to you by us for all Autotrader Group Packages,

or such updated URL or documentation as provided by us to you from time to time.

**Subscription Service** means the services currently set out at:

- (a) [www.gumtreeforbusiness.com.au/automotive/pricing](http://www.gumtreeforbusiness.com.au/automotive/pricing) for cars, vans & utes on a Gumtree Package;
- (b) [www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/](http://www.gumtreeforbusiness.com.au/automotive/other-automotive-pricing/) for all other vehicle categories on a Gumtree Package; and
- (c) in your Insertion Order and/or such URL, and/or in such documentation as is provided to you by us for all Autotrader Group Packages,

or such updated URL or documentation as provided by us to you from time to time.

**Taxable Supply** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999.

**Term** has the meaning given to that term in clause 2

**Third Party Site** means any website displaying online automotive inventory listings, excluding the Autotrader Sites, Gumtree Sites and any website operated by you, your associated companies, or an automotive manufacturer or distributor.

18.2 In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (d) references to statutes include all statutes amending, consolidating or replacing such statutes;
- (e) \$ means the lawful currency of Australia;
- (f) any reference to a party to this document includes its successors and permitted assigns; and
- (g) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.