



Auto Car Brokers

Driven To Success

Terms and Conditions



Car Broker - Terms and Conditions

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Please read all these terms and conditions – paying particular attention to clauses 13 and 14.



As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

1. Application

These Terms and Conditions will apply to the purchase of the Goods and materials by you (the **Customer** or you). We are Auto Car Brokers of The Old Manse, Beechwood, Strathpeffer, Highland, IV14 9AB United Kingdom (see relevant contact details below); (the **Supplier** or us or we).

These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

These Terms and Conditions govern your use whether you access our Services via a computer, mobile device, or some other means. Please read these carefully. You may even print a copy of them for future reference.

By using our Website, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use our Website or any of the Services.

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

2. Interpretation

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft, or profession.

Contract means the legally binding agreement between you and us for the supply of the Goods.

Delivery Location means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order.

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The Old Manse, Beechwood, Strathpeffer, Highland, IV14 9AB United Kingdom

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Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

Goods means the goods advertised on the Website that we supply to you of the number and description as set out in the Order.

Order means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website.

Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website.

See website details at the foot of the page on which the Goods are advertised.

3. Goods

The description of the Goods is as set out on the Website, brochures, or other form of advertisement.

For the purposes of this contract, any reference to goods or services relates to all materials, be they eBooks, PDF's or other documentation that are all downloaded electronically by the customer, subsequent to the supplier receiving payment for the order placed.

All Goods which appear on the Website are subject to availability.

We can make changes to the Goods which are necessary to comply with any applicable legal requirements. We will notify you of these changes.

4. Use of our website including personal information

We retain and use all information strictly under the Privacy Policy.

We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

In order to preserve and maintain the functionality of our Website and Services for every user, there are numerous things you must not do. You must not:



- a) transmit any material designed to interrupt, damage, destroy or limit the accessibility or functionality of our Website or the Services.
- b) attempt to gain unauthorised access to our Website, the non-public parts of it, the server on which our Website is stored or indeed any server, computer or database connected to our Website, or from or through which the Services are provided;
- c) use any automated software, process, program, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program, or system.
- d) use our Website or Services to create, check, confirm, update, modify or amend your own or another person's databases, records, or directories.
- e) use our Website in any unlawful, fraudulent, offensive, or abusive manner.
- f) attempt to copy our data or reverse engineer the Services the processes used on our Website; or
- g) do anything which might interfere with any other user's enjoyment of our Website or Services.

5. Access to and availability of our website

You are responsible for making all arrangements necessary for you to have access to our Website and Services, including using your own virus protection software.

Use of our Website and Services is free of charge. However, if you are using our Website or Services for commercial purposes, or not in accordance with paragraph 4 above, we may decide to issue you with an invoice for such purposes.

We do not guarantee that our Website, Services, or any content we provide, will always be available without interruptions, or be bug, virus, fault, or error free.

We may suspend, withdraw, discontinue, or change all or any part of our Website, including your access to the Website, for any reason, at any time and without notice.

6. Links

You may link to the publicly accessible pages on our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of us or our Services, such damage being determined by us.

You must not operate a link to our Website in such a way as to suggest or imply any form of association, approval, or endorsement by us.

We reserve the right to require you to immediately remove any link to our Website at any time and we may withdraw any linking permission at any time.

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Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those sites or resources.

7. Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our Website and in the material published on it. Those works are protected inter alia by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your own personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8. Basis of Sale

The description of the Goods on our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

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We intend that these Terms and Conditions apply only to a Contract entered into by you as a Customer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

9. Price and Payment

The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.

Prices and charges are exclusive of VAT at the rate applicable at the time of the Order.

You must pay either through PayPal or by submitting your credit or debit card details with your Order. You can also pay by submitting your banking details and if you would prefer to use this option, then please contact us by emailing us at support@autocarbrokers.co.uk

10. Future support and release of updated documentation (new releases etc)

All materials are regularly updated, with the **Car Broker Business Manual** alone having a major new release every 12 months as a minimum.

Once you are a customer – when any updated materials are released you will be provided with access to a ‘hidden’ web page so that you will be able to download any new materials or new releases, as and when they become available.

There is currently no additional cost for this support. It is all built into the original package price.

11. Delivery

You can download the Goods, to your Delivery Location electronically without undue delay after the Contract is entered into.

In any case, regardless of events beyond our control, if we do not deliver the Goods within a reasonable period, you can (in addition to any other remedies) treat the Contract at an end if:

- we have refused to deliver the Goods, or if delivery on time is essential considering all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and/or redelivering them.

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The Goods will become your responsibility from the completion of delivery or Customer collection.

12. Risk and Title

Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you.

13. Withdrawal, returns and cancellation

You can withdraw the Order by telling us before the Contract is made through an order being placed, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:

- goods that are delivered electronically and can be immediately opened and used by the Customer.
- goods that are made to your specifications or are clearly personalised.

Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

- in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

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14. Right to cancel

Subject as stated in these Terms and Conditions, both the customer and supplier are governed by the Consumer Rights Act – 2015 as it relates to digital downloads.

a) Cancelling a digital download

- i. Digital downloads are given their own unique category under the Consumer Contracts Regulations and are therefore not technically services or goods.
- ii. As the download occurs immediately after payment has been received, you, the customer, must accept these Terms and Conditions prior to placing an order.
- iii. The action by you, the customer, of accepting these Terms and Conditions means that you cannot then change your mind after you have downloaded the materials and that your acceptance of these Terms and Conditions prior to placing an order means that you waive your right to cancel, including any 14-day cooling off period.

15. Conformity

We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.

Upon delivery, the Goods will:

- a) be of satisfactory quality.
- b) be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and conform to their description.

It is not a failure to conform if the failure has its origin in your materials.

We will provide the following after-sales service: The supplier will support the customer by providing continual free email, text and telephone help and support. This will include help or advice with any aspect of the customer's car broking business.

16. Successors and our sub-contractors

Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

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17. Circumstances beyond the control of either party

In the event of any failure by a party because of something beyond its reasonable control:

- a) the party will advise the other party as soon as reasonably practicable; and
- b) the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

18. Privacy

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation regarding your personal information.

These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy.

For the purposes of these Terms and Conditions:

- a) 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
- b) 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
- c) 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

We are a Data Controller of the Personal Data we Process in providing Goods to you.

Where you supply Personal Data to us, so that we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a) before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.
- b) we will only Process Personal Data for the purposes identified.
- c) we will respect your rights in relation to your Personal Data; and
- d) we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, you can contact the director at the following e-mail address: support@autocarbrokers.co.uk.

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19. Limitation of our liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our Website or any content on it, whether express or implied.

We will not be liable to any user for any costs incurred, or loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a) use of, or inability to use our Website or Services.
- b) use of or reliance on any content displayed on our Website or produced by our Services.
- c) a virus, trojan, worm, logic bomb, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material (each a "Virus") due to your use of our Website or Services, or to your downloading of any content on it, or on any website linked to it;
- d) your use of websites linked from our Website or Services.
- e) booking, arranging, cancelling, or attending an Appointment.

We will not be liable for any delay or failure to perform any of any obligations under these Terms due to events or other matters beyond our reasonable control.

If you are a business user, please note that we will not be liable for:

- a) loss of profits, sales, business, or revenue.
- b) business interruption.
- c) loss of anticipated savings.
- d) loss of business opportunity, goodwill, or reputation.
- e) any indirect or consequential loss or damage; or
- f) our dealings with you resulting in any loss of opportunity, profits, sales, or revenue, goodwill, or reputation.

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20. Your liability

You will compensate us in full for any losses or costs, including reasonable legal fees, we incur as a result of (i) any breach by you of these Terms; (ii) your use of our Website or Service in violation of any law; or (iii) infringement of the rights of another person.

21. Miscellaneous

If any term of these Terms and Conditions is held to be illegal, invalid, or otherwise unenforceable, the remaining parts of the Terms will continue to be enforceable.

You may not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms to any other person.

These Terms do not give rise to rights that are enforceable by any person who is not part to these Terms.

If we do not exercise or enforce a right under these Terms against you at any time, this does not prevent us from doing so at a later date.

22. Governing law, jurisdiction and complaints

The Contract (including any non-contractual matters) is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

We try to avoid any dispute, so we deal with complaints in the following way: Should any dispute or such issue occur, at any time, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

23. Contact Us

To contact us, please email us using the appropriate email address below, depending on which country you are in.

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Dated: October 2020

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