

## **Our terms**

### **1. These terms**

- 1.1 These are the terms and conditions on which we supply products to you. Specifically, an online valuation tool, which provides an estimated value of your vehicle should it be part exchanged (the “**Valuation Tool**”).
- 1.2 “Product” and “Products” refer to the online Valuation Tool. “Service” and “Services” refer to the deliverance of the online Valuation Tool.
- 1.3 “We/Us/Our” refer to Inchcape Retail Limited.
- 1.4 “You” refers to you as the customer.
- 1.5 Please read these terms carefully. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### **2. Information about us and how to contact us**

- 2.1 We are Inchcape Retail Limited a company registered in England and Wales. Our company registration number is 00194561 and our registered office is at First Floor, Unit 3140, Park Square Solihull Parkway, Birmingham Business Park, Birmingham, United Kingdom, B37 7YN.
- 2.2 You can contact us by telephoning our customer service team at 0333 1300108 or by writing to us at [Stock.Management@inchcape.com](mailto:Stock.Management@inchcape.com) or First Floor, Unit 3140, Park Square Solihull Parkway, Birmingham Business Park, Birmingham, United Kingdom, B37 7YN.
- 2.3 When we use the words "writing" or "written" in these terms, this includes emails.
- 2.4 The Valuation Tool is available only for the assessment of products in the UK.

### **3. Our Valuation Tool**

- 3.1 **The estimated value generated is an indicative price only**, representative of the information you have provided to us at the material time.
- 3.2 **Your estimated value is also subject to the following assumptions:**
  - (a) You are the registered keeper of the vehicle and have owned the vehicle more than three months;
  - (b) The vehicle has never been involved in a major accident or is not categorised as an insurance category A/B/C/F/N/S;
  - (c) The vehicle is not due a service within the next 1,000 miles;

- (d) The vehicle is not or has never been a civil authority vehicle, (including but not limited to the Police, the council, the Ministry of Defence, the ambulance and fire service); a taxi; a rental vehicle; a driving school vehicle; or an imported vehicle;
- (e) The vehicle has a minimum of 3 months valid MOT remaining;
- (f) The vehicle has not been modified for appearance or performance;
- (g) All removable items are present with the vehicle (for example, the Parcel Shelf);
- (h) The odometer is warranted; and
- (i) You have a copy of the vehicle log book/ V5C.

3.3 **The online valuation is not a contractual offer from us to purchase your vehicle.**

3.4 **The resulting final valuation of your vehicle is conditional** to a full onsite appraisal of your vehicle at one of our dealerships by a qualified technician who will take into account multiple factors including but not limited to: colour, condition of your vehicle, documentation and customisation.

#### **4. Our rights to make changes**

4.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will may affect your use of the product if maintenance is required on the website.

4.2 We may make significant changes to the products and these terms.

4.3 We may update or require you to update digital content.

#### **5. Providing the products**

5.1 We will make the digital content available as soon as you input the relevant information relating to your vehicle.

5.2 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will inform you to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.

6. **Our rights to stop continuation of the service.** We may at any time choose to withdraw this service. We do not need to inform you of this change. The service will be removed from our website without further notice.

7. **If there is a problem with the product**

7.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us using the details given at clause 2.2. Alternatively, please speak to one of our staff in-store at one of our dealerships.

7.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

a) If your product is **digital content**, for example [a mobile phone app or a subscription to a music streaming service], the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

b) If your digital content is faulty, you're entitled to a repair or a replacement.

c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also **Error! Bookmark not defined.Error! Reference source not found..**

If your product is **services**, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also [Exercising your right to change your mind \(Consumer Contracts Regulations 2013\)](#).

8. **Our responsibility for loss or damage suffered by you**

8.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 7.2; and for defective products under the Consumer Protection Act 1987.

- 8.2 **When we are liable for damage to your property.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 8.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
9. **How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).
10. **Other important terms**
- 10.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 10.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.3 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the products in the relevant courts.
- 10.4 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the National Conciliation Service via their website at <https://www.nationalconciliationservice.co.uk/>. The National Conciliation Service will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.