

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

## What's in these terms?

These terms tell you the rules for using our website <https://www.apexcarsdirect.co.uk> (our site), including to reserve a vehicle and/or book a test drive. You are responsible for ensuring that all persons who access our site through your internet connection are aware of, and comply with these terms of use and other applicable terms and conditions.

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on **24th May 2018**.

Our site is made available free of charge. We do not guarantee that it, or any content on it, will always be available or be uninterrupted. We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities, and we may suspend or withdraw or restrict the availability of all or any part of it at any time for business or operational reasons.

**Please note that these terms do not apply to any contract for the purchase of the vehicle itself, nor to any contract for the provision of financial credit.**

Click on the links below to go straight to more information on each area:

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## **Who we are and how to contact us**

<https://www.apexcarsdirect.co.uk> is a site operated by Apex Cars Direct. We are a limited company registered in England and Wales under company number 10288636 and have our registered office at Unit 23, Rushy Platt, Caen View, Wiltshire, Wiltshire SN5 8WQ. Our main trading address is Unit 23, Rushy Platt, Caen View, Wiltshire, Wiltshire SN5 8WQ. We are registered for VAT and our VAT number is 248860766.

To contact us, please email [sales@apexcarsdirect.co.uk](mailto:sales@apexcarsdirect.co.uk) or telephone our customer service line on **01793 540762** or write to us at **Unit 23, Rushy Platt, Caen View, Wiltshire, Wiltshire SN5 8WQ.**

## **By using our site you accept these terms**

By using our site to locate or reserve a vehicle or obtain finance quotes, you confirm that you accept these terms of use and that you agree to comply with them. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

If you do not agree to these terms, you must not use our site.

These terms apply to any contract which may be concluded between us for the reservation and/or test drive of a vehicle you have found on this site. They are intended to represent the entire agreement between you and us in relation to its subject matter. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase, and you acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms. If you are a consumer and believe you have relied on any statement, promise or representation or assurance or warranty that is not set out in these terms, please contact us to clarify the position.

We recommend that you print a copy of these terms for future reference.

## **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our terms and conditions of sale (available from Apex Cars Direct), which set out the terms of any contract for the purchase of a vehicle.
- 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 site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#), which gives you information about the cookies on our site.

## **Information on this site**

- The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- Any descriptions or illustrations on our site are for illustrative purposes only, and are published for the sole purpose of giving an approximate idea of the vehicles described in them. They will not form part of any contract or have any contractual force. We have made every effort to display the colours accurately, but we cannot guarantee that a device's display of the colours accurately reflects the colour of the vehicles.
- Any part exchange valuations obtained on this site are only estimates, based on the information you have submitted. The actual valuation will be agreed after we have appraised the part exchange vehicle.
- Any finance quotes obtained on this site are illustrative examples, based on the vehicle and the numbers you have submitted. Your application for finance will be processed by the finance company, not

by us, and will take into account your personal credit rating so the actual finance quote may be different.

- We reserve the right to amend the specification of any vehicle described on this site if required to do so by any applicable statutory or regulatory requirement, to implement minor technical adjustments and improvements, or if the amendment will not materially affect its nature or quality.

## **Our site is only for users in the UK**

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations. You may use this site to reserve a vehicle or test drive from an address outside the United Kingdom, but we do not deliver vehicles outside the United Kingdom, and any test drives must take place at the address in the United Kingdom which we specify. Finance quotes are not applicable to persons residing outside the United Kingdom.

## **Reserving a vehicle or booking a test drive**

Please follow the onscreen prompts to reserve your vehicle or book a test drive.

You must co-operate with us in all matters relating to the booking, and provide us with such information as we may reasonably require in order to fulfil the booking, and ensure that such information is complete and accurate in all material respects, and you hold a full UK driving licence on the date booked for the test drive.

After you submit the booking, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that it has been accepted. Our acceptance will take place when we send an email to you.

**If we are unable to reserve the vehicle or offer you a test drive on the specified date, we will inform you of this by email.** This might be because the vehicle has already been sold, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained

for you does not meet our minimum requirements, because we have identified an error in the price or description of the vehicle or because we are unable to meet an agreed deadline.

We will use all reasonable endeavours to meet any dates specified in the Confirmation, but any such dates are not guaranteed and, whilst we will use all reasonable endeavours to notify you in advance if we are unable to ensure a vehicle is available for a test drive on the specified date and to agree a mutually convenient alternative date, you will have no rights or remedies against us if we fail to ensure a vehicle is so available.

If we are not satisfied you hold a full UK driving licence and are legally fit to drive the vehicle on the date booked for the test drive, we will be entitled to cancel the Order and require you to rearrange an alternative date for the test drive.

If you wish to make a change to a date you have booked for a test drive, please contact us as soon as possible to book an alternative date. We may not be able to guarantee that the vehicle will still be available.

## **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will arrange a new date for the test drive after the Event Outside Our Control is over. Provided we do this we will not be liable for delays caused by the event, but if the Event Outside Our Control has continued, or seems likely to continue, for more than 30 days, you may contact us to cancel the Order and receive a refund of any reservation or booking fee you have paid.

## **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected 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 site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

You print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **Our responsibility for loss or damage suffered by you**

**Whether you are a consumer or a business user:**

- 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 and for fraud or fraudulent misrepresentation.

- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions.
- Nothing in these terms limits or affects the exclusions and limitations set out in our Terms and Conditions of Sale (available from Apex Cars Direct).
- This section will survive the termination of any contract between us.

**Only if you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, including without limitation the terms which might be implied in any contract for the sale of a vehicle by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from any contract between us.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site or use of or reliance on any content displayed on our site.
- In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
- Subject to the previous paragraphs of this section, our total liability to you arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total amount payable by you under the contract.

## **We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [sales@apexcarsdirect.co.uk](mailto:sales@apexcarsdirect.co.uk).

## **General provisions**

**Assignment and transfer:** We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens. You may only assign or transfer your



rights or your obligations under the Contract to another person if we agree in writing.

**Waiver:** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

**Severance:** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**Third party rights:** The Contract is between you and us. No other person has any rights to enforce any of its terms.

**Complaints:** If a problem arises or you are dissatisfied with the Services, we have a comprehensive complaints policy (available from Apex Cars Direct).

**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 a consumer and 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 Trading Standards. You can find your local branch via their [website](#). In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#).

## **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland and, if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

