Terms & conditions

To view our terms & conditions please visit our website @ <u>www.grandcarmarket.co.uk</u> is subject to the following terms and conditions. Please take the time to read through these before continuing to use <u>www.grandcarmarket.co.uk</u>.

On accessing the <u>www.grandcarmarket.co.uk</u> on this and on each subsequent occasion you will be deemed to have accepted all of the terms and conditions that apply to its use and to the facilities and services provided by it. We reserve the right to alter these terms and conditions at any time and it is your obligation to check if changes have been made. Your use of <u>www.grandcarmarket.co.uk</u> after changes are posted online shall constitute acceptance of the new terms and conditions.

In these terms and conditions:

"we/us/our" means Grand Car Market Ltd

"you"/"your" means the user of the online services.

Enterance to www.grandcarmarket.co.uk

Entrance to <u>www.grandcarmarket.co.uk</u> is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on <u>www.grandcarmarket.co.uk</u> without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of or the entire website (<u>www.grandcarmarket.co.uk</u>), to users who have registered with us.

Content

In consideration of our agreeing to permit you to use <u>www.grandcarmarket.co.uk</u> to search our database of vehicles, you agree that you will only use, reproduce and print materials comprising the results of such searches for your own personal, non-commercial purposes. The pages contained in <u>www.grandcarmarket.co.uk</u> may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so.

The information contained in the material in <u>www.grandcarmarket.co.uk</u> is only for information purposes. The material on <u>www.grandcarmarket.co.uk</u> does not constitute advice and you should not rely on any material on <u>www.grandcarmarket.co.uk</u> to make (or refrain from making) any decision or take (or refrain from taking) any action.

Copyright and trade marks

All rights, including copyright, in the content of these web pages and in the photographs of any vehicles displayed on <u>www.grandcarmarket.co.uk</u> from time to time and all database rights in our database of vehicles, are owned or controlled for these purposes by us.

All trade marks, names, and logos are the proprietary marks of us. Marks identifying third parties are owned or licensed by those third parties or their associated companies. Nothing in these terms and conditions in any way confers on you any licence or right under any trade marks, names or logos.

We are not liable for any failure to perform any of our obligations under these terms and conditions caused by matters beyond our reasonable control.

Except as expressly permitted by these terms and conditions, you may not copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any of the contents of <u>www.grandcarmarket.co.uk</u>. In particular, you must not cache any of the contents for access by third parties nor mirror or frame any of the content of <u>www.grandcarmarket.co.uk</u> nor incorporate it into another website without our express written permission.

Liability

The material displayed on <u>www.grandcarmarket.co.uk</u> is provided without any guarantees, conditions or warranties as to its accuracy. Whilst every effort has been made to ensure the accuracy of information on this site, some errors may occur. It is important that you do not rely solely on this information but check with Cargiant about any terms you feel will affect

your decision to purchase a car. No liability is acceptable for loss or damage resulting from errors or omission on <u>www.grandcarmarket.co.uk</u>

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

We will need to carry out routine maintenance and servicing of our servers and equipment from time to time. While we will seek to keep disruption to a minimum we cannot guarantee that <u>www.grandcarmarket.co.uk</u> will be continuously available online. We therefore provide <u>www.grandcarmarket.co.uk</u> on an "as is" and "as available" basis.

We make no warranty that <u>www.grandcarmarket.co.uk</u> (or websites which are linked to <u>www.grandcarmarket.co.uk</u>) is free from computer viruses or any other malicious or impairing computer programs. It is your responsibility to ensure that you use appropriate virus checking software.

We are not liable for any failure to perform any of our obligations under these terms and conditions caused by matters beyond our reasonable control.

Links to non-www.grandcarmarket.co.uk sites

Where <u>www.grandcarmarket.co.uk</u> contains hypertext links to websites that are not operated by us. We do not control such websites and are not responsible for their content. Our inclusion of hypertext links to such websites does not imply any endorsement of the material contained on the websites or of the owners.

Links to www.grandcarmarket.co.uk

You may establish a hypertext link to the home page of <u>www.grandcarmarket.co.uk</u>, but not otherwise, without the need for our written consent, provided there is thereby no implied endorsement or sponsorship of you, your company or your website by us.

My Garage registration details

To gain access to certain services on <u>www.grandcarmarket.co.uk</u> you will need to register (free of charge). As part of the registration process, you will be given a username and password. You agree that the information supplied with your registration will be truthful,

accurate and complete. You also agree that you will not attempt to register in the name of any other individual nor will you adopt any username with we deem to be offensive. All personal information supplied by you as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy.

General

We reserve the right to assign or subcontract any or all of our rights and obligations under these terms and conditions to a third party. If we exercise this right, we shall name the assignee or subcontractor on <u>www.grandcarmarket.co.uk</u> and you will be entitled to terminate the account within 5 working days. You may not without our prior written consent assign or dispose of any rights or obligations arising under these terms and conditions.

These terms and conditions of access together with our privacy policy contain the entire agreement and understanding between the parties relating to <u>www.grandcarmarket.co.uk</u>, and supersede any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either party. We exclude all representations and warranties relating to access to use of <u>www.grandcarmarket.co.uk</u>, whether they are statutory or otherwise, as far as is possible by law.

If any of these terms and conditions shall be held to be invalid or unenforceable, it shall not affect the enforceability of any of the remaining provisions.

These terms and conditions shall be governed by and in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

If you do not agree to obey these terms and conditions you must stop using <u>www.grandcarmarket.co.uk</u> immediately.

Correspondence

All correspondence relating to <u>www.grandcarmarket.co.uk</u> should be sent to:

Grand Car Market Ltd Woolhampton Service Station Bath Road Woolhampton Reading RG7 5RT

Email: gcmuk2018@gmail.com Telephone:01784 335 808

Registered office: Grand Car Market Ltd, Woolhapmpton Service Station, Bath Road Woolhampton Reading RG7 5RT Registered in England with company number 10901018 VAT number: 27535186

Test driving a car - eligibility

For insurance purposes, to take a car for a test drive you must be at least 21 years old and have held a valid driving licence for over a year.

Purchasing and collecting a vehicle - terms & conditions

The collections procedure is subject to completion of the pre-delivery inspection and any repairs that may arise from it. A confirmation email or text will be sent as soon as the vehicle is ready for collection. If there's likely to be a delay you will be contacted as soon as possible. Please allow one hour to collect your car.

Valid UK / EU Driving Licence including photo section OR Valid Passport AND 2 proofs of present address dated within the past 3 months are required for identification on every collection. (Bank Statement, Council Tax or Utility bills, excluding mobile phone).

We do not charge an administration fee

Your statutory rights are not affected.

Payment methods

Debit / Credit card, Bank Transfer, CHAPs, Direct Transfer, Bank Drafts and Building Society Cheques payable to **Grand Car Market Ltd**. Grand Car Market Ltd only accept up to £8,000 in cash.

Please note: unfortunately, we cannot accept credit card payments made towards the purchase of your car. However, credit cards are accepted for additional products i.e. Warranty cover and Vehicle Protection System.

Reservations

By reserving a vehicle you are expressing your intention to purchase. The £200 is refundable if you change your mind.

Once the reservation has been paid a member of our team will contact you as soon as possible to guide you through the next steps and arrange delivery or collection.

Please note: We reserve the right to cancel the reservation and refund your £200. This will be explored if it transpires that delivery/collection, funding or other matters prohibit the sale of the vehicle within a reasonable timeframe or if we have been unable to get in contact with you. You will be given notification if this is necessary.

Trade sales

As our prices are genuinely low we often sell to traders and other dealerships. To ensure our best car prices are available to the public we charge traders an additional £300 to buy directly from Grand Car Market.

Vehicle Security

Grand Car Market Ltd accepts responsibility that all vehicles are checked and HPi report included with every car and are not subject to a finance agreement. This is in addition to your statutory rights.

Ownership of goods shall not be passed onto the customer until the price has been paid in cash or cleared funds but risk shall be passed to the customer on delivery.

Apply for finance – terms & conditions

Finance is provided, subject to status. To apply you must be at least 18 years old and a UK resident. A guarantor may be required. Security may be required by way of a Bill of Sale.

Credit is only available on cars supplied by us.

Telephone calls may be monitored or recorded for security and quality control. Information is available in large print, audio and Braille on request please call for details.

Use of Your Information

If you make an application, your details will be held on computer and used in a credit scoring or other automated decision making process when assessing your application. Grand Car Market Ltd work with a number of Credit Providers who provide vehicle finance. We will pass your application to more than one Credit Provider (if it is not initially accepted) in order to give the best chance of securing finance. This may result in multiple credit searches. If you provide false or inaccurate information we will record this. We and other organisations may then use and search these records to check your identity, to prevent fraud and money laundering. You can ask for details about the Credit Reference and Fraud Prevention Agencies from whom and with whom we share this information. Please call us on 01784335 808. You have a legal right to these records.

For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records.

If you are a joint applicant or if you have told us of some other financial association with another person, you must be sure that you are entitled to:

* disclose information about your joint applicant and anyone referred to by you.

* authorise us to search, link or record information at credit reference agencies about you and anyone referred to by you.

An "association" between joint applicants, and between you and anyone you tell us is your financial partner, will be created at credit reference agencies. This will link your financial records, each of which will be taken into account in all future applications by either or both of you. This will continue until one of you successfully files a disassociation at credit reference agencies.

You authorise us to make all enquiries necessary to verify this information to enable us to consider this application. If you apply for insurance your information will be passed to the administrators and the insurers for underwriting, processing claims handling and fraud prevention.

Your personal data which may include sensitive information such as medical details, will be treated in confidence and will not be disclosed to any third parties except where permitted by law or where you have given your consent, however, it may be shared with selected third parties and the Insurers (and their administrators) who may also use it for marketing, research, statistical analysis and administration purposes. For further information on the companies with whom your information may be shared please contact us. You may be contacted by mail, telephone, fax, email, automated calling systems or other reasonable method with details of products or services offered by one of the above. If you do not want your details to be used for marketing please call us on 01784 335 808. Under the terms of the Data Protection Act you have the right to obtain a copy of the information held about you upon payment of the appropriate fee.

About our regulated services Finance & Insurance Who regulates us?

Grand Car Market Ltd, Woolhampton Service Station, Bath Road, Woohampton Reading RG7 5RT is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 915817. Our permitted business is advising and completing non-investment insurance contracts and financial services. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

Which service will we provide you with?

We are a credit broker and not a lender. We can introduce you to carefully selected lenders including CloseBrother Finance, BlueMotor Finance, Motonovo and their finance products. We are not an independent financial advisor. We may advise you on the products, subject to your personal circumstances, though you are not obliged to take our advice or recommendation. We do not charge you a fee for our services.

What commission arrangements do we have with our lenders ?

Whichever lender we introduce you to, we will typically receive commission from them; either as a fixed percentage of the amount you borrow or a fixed fee. Where a fixed fee, the amount of commission may be influenced by your creditworthiness and the risk of lending to you, otherwise known as 'rate for risk'. The higher the risk, the higher the band of interest rate charged to the borrower typically resulting in less commission paid to us from the lender due to the increased risk of default or cancellation. The lenders we work with could pay commission at different rates. However, the amount of commission that we receive from a lender does not influence the amount that you pay to that lender under your credit agreement.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS (www.fscs.org.uk). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS.

Vulnerable Customer Policy

Grand Car Market Ltd has a Vulnerable Customer Policy. If there are situations which mean it is difficult for you to make an informed decision within the car buying process, including how to fund the vehicle and/or if you usually have the help of a third party for such decisions please let us know and we will endeavour to provide you with appropriate assistance.

Grand Car Market Data Protection & Privacy Notice

Grand Car Market adheres to the Data Protection Act 2018. Information you provide will be used in connection with car purchase, administration, policy renewals and by Grand Car Market finance providers if you use our finance facility.

For more information on how we process your data please see our Privacy Notice at https://www.grandcarmarket.co.uk/privacy-notice

To request a copy of this personal data please write to: Data Controller, Grand Car Market, Woolhampton Service Station, Bath Road, Woolhampton Reading RG7 5RT.

We are committed to providing a high standard of service to you and all our customers. Occasionally we may not live up to our expectations and if this happens we would like to hear from you. This will allow us to put matters right and make improvements. We value your feedback and thank you for helping us treat all our valued customers fairly.

In the first instance, please share your complaint with our staff as they are usually best placed to resolve the concern.

If your concern remains unresolved, please contact our Customer Service Department using the contact details below. The Customer Service Department is open Monday to Friday 9am - 5pm.

Email: gcmuk2018@gmail.com

Phone: 01784 335 808

Address: Woolhampton Service Station, Bath Road, Woolhampton Reading RG7 5RT.

Grand Car Market Deduction Policy

a) Money back guarantee "5 days Money Back Guarantee"

In the event that your purchase qualifies for a money back guarantee you have a 300-mile or 5 days test drive limit within which a full refund will still be issued if the vehicle is returned, terms & conditions apply*. Subsequent mileage added to the vehicle will be subject to a £1 deduction per mile. *For more information please see Cancelation & Returns policy emailed to you with your sales order.

b) Consumer rights return

In the event that you have a valid reason to return the vehicle under your consumer rights, we reserve the right to deduct a reason-able sum of money for the usage of the vehicle and any failure to keep it in good repair and condition. Our policy is to charge 25 pence per mile for each mile covered since the date of sale, along with the cost of any estimate for re-pairs

required due to any damage to the vehicle (e.g. interior and exterior) that was caused whilst in your possession/ownership

Finance and Insurance Complaints

We will acknowledge all Finance and Insurance complaints within 5 business days. You will be given details of who is investigating your complaint and how to contact them. We will do our best to resolve the concern with as little inconvenience to you as possible and to keep you informed during the process. At any stage you may contact the person handling your complaint and discuss the next steps. Within 8 weeks we will give our Final Response or a further progress report on the investigation.

All complaints are treated in the same manner no matter who or how they are brought to our attention. Claims Management Companies will be asked to supply an original letter of authority if they claim to represent a Grand Car Market customer.

Appeals

If you do not accept the outcome after receiving our Final Response, or if your Finance or Insurance complaint has not been resolved within 8 weeks then you may appeal to the Financial Ombudsman Service. This was set up by the Financial Services Authority to review unresolved Finance and Insurance complaints. Please see details below:

Website:www.financialombudsman.org.ukEmail:complaint.info@financial-ombudsman.org.uk

 Address:
 Exchange Tower, London, E14 9SR.
 Tel:
 0800 023 4 567 or

 0300 123 9 123
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The Financial Ombudsman Service

South Quay Plaza, Exchange Tower, London, E14 9SR. Tel. 0800 023 4 567 or 0300 1239 123

Enquiries@financial-ombudsman.org.uk