

Aberdeen Autos Limited
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Aberdeen Autos Limited Terms and Conditions

Introduction

The following Terms and Conditions govern the use of services provided by Aberdeen Autos Limited and the purchase of any Vehicles from Aberdeen Autos Limited. By entering into this agreement, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Summary

1. Interpretation

1.1 Definitions (Meaning of words): When the following words and phrases appear in this document, they have the specific meanings given below.

Business: An entity that purchases the Vehicle for business use.

Buyer's Remorse: The Buyer acknowledges that "Buyer's Remorse" is a term used to describe a situation where a buyer regrets making a purchase decision, despite there being no fault or issue with the Vehicle. Aberdeen Autos Limited will not accept the return of any Vehicle due to "Buyer's Remorse." Upon completion of the purchase, the Buyer becomes the owner of the Vehicle. It is the sole responsibility of the owner to handle any disposition of the Vehicle at their own convenience and expense. Aberdeen Autos Limited shall not be held liable or responsible for any actions taken by the Buyer regarding the Vehicle after the purchase is complete.

Collection: Collecting/picking up a Vehicle from Aberdeen Autos Limited.

Conditions: The terms and conditions set out in this document as amended or updated by the Dealer.

Consumer: A person who purchases a Vehicle and services for personal use.

Contract: The contract between the Dealer and the Customer for the sale and purchase of a Vehicle in accordance with these Conditions.

Customer: The person or firm who purchases the Vehicle from the Dealer.

Dealer: Aberdeen Autos Limited registered in Scotland.

Dealership: Aberdeen Autos Limited registered business address.

Delivery: This encompasses collection from the Dealer's site. (Aberdeen Autos Limited does not deliver vehicles to consumers' homes or other non-business premises).

Distance Sales: This means delivery to a customer's address. (Aberdeen Autos Limited does not conduct Distance Sales. Aberdeen Autos Limited do not run a distance selling scheme or conclude car sales in consumers' (customers') homes or other non-business premises). If a dealer concluded the car sale in consumers' (customers') homes or other non-business premises then the dealer must give the buyer 14 days to change their mind and cancel.

Force Majeure: An event, circumstance, or cause beyond a party's reasonable control.

Governing law: The laws of Scotland will apply and all communications and documentation in relation to this cover will be in English. In the event of a dispute between us, the courts of Scotland shall have jurisdiction.

Order: The Customer's order for the Vehicle, details are recorded by Aberdeen Autos Limited on a Reservation Form or by email.

Private individual: Means the person who is using the vehicle (purchased from Aberdeen Autos Limited) for their own personal use and who is not a motor trader, garage, business, or individual dealing in the buying and selling or repair of motor vehicles.

Warranty: Outlines the warranty coverage provided by Aberdeen Autos Limited, including what is covered, the duration of the coverage, and any exclusions or limitations.

We, our, us, Dealer: Means Aberdeen Autos Limited.

Vehicle: this means all vehicles e.g., cars, vans, pick-up trucks, minibuses, motorhomes, caravans, trailers, lorries, motorcycles, any vehicle motor driven, and their components and accessories.

Your vehicle: Means the Vehicle detailed on the sales invoice.

1.2 Interpretation

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(c) A reference to **writing** or **written** includes letter and email.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Vehicle in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Dealer provides acceptance and; the Dealer reserves all rights to cancel the order for any reason.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any descriptive matter or advertising produced by the Dealer and any descriptions contained in the Dealer's catalogues or brochures or website are produced for the sole purpose of giving an approximate idea of the Vehicle referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A finance representative example is indicative only for illustration purposes only and does not constitute an offer. A quotation shall only be valid for a period of seven Business Days from its date of issue.

2.7 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

3. Vehicle

3.1 The Vehicle described on the Dealer's catalogue or website as the Specification.

3.2 The Dealer reserves the right to amend the Specification if required.

4. Delivery - *Aberdeen Autos Limited does not deliver vehicles to the customer's address and do not undertake distance sales*****

4.1 The Customer shall collect the Vehicle from the Dealer's premises as may be advised by the Dealer.

4.2 Aberdeen Autos Limited does not run an organised Distance Selling Scheme and it is the Customer's responsibility, and cost, to return the vehicle.

4.3 If the Customer fails to collect from the Dealership, the Dealer shall be able to make a deduction from the non-refundable reservation fee paid for the expenses incurred and the Dealer may resell or otherwise dispose of the Vehicle.

4.4 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

5. Quality

5.1 The Dealer warrants that on the date of collection from the Dealership, the Vehicle shall:

- (a) Conform in all material respects with the Specification;
- (b) Be free from material defects in design, material and workmanship;
- (c) Be of satisfactory quality as stated within statutory requirements to be fit for purpose held out by the Dealer;
- (e) The Dealer is given a reasonable opportunity of examining such Vehicle; and
- (f) The Customer (if asked to do so by the Dealer) returns such Vehicle to the Dealer's place of business at the Customer's cost, the Dealer shall, at its option, repair defective Vehicle.

5.2 Warranty Terms and Conditions apply in all cases. The Dealer shall not be liable if the Customer does not provide a quote for warranty work required and contact James Elrick (Director) of the Dealership, for approval of the repairs.

(a) The Customer makes any further use of such Vehicle after giving notice (including email to: sales@aberdeenautos.co.uk during the warranty period within a reasonable time of discovery that some or all of the Vehicle does not comply with the warranty set out in clause 5.1;

(b) The Dealer can request the Vehicle is returned to the Dealership for inspection.

(c) You will have to bear the direct cost of returning the goods and take full responsibility for the safe return of the vehicle. You are only liable for any diminished value of the goods.

(d) The defect arises because the Customer failed to follow the Dealer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Vehicle or (if there are none) good practice regarding the same;

(e) the Customer alters or repairs such Vehicle without the written consent of the Dealer;

(f) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(g) The Vehicle differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

(h) Your duties: You (the Customer) must comply with the Aberdeen Autos Limited procedures described in this document.

(i) Looking after your vehicle: You must take all reasonable steps to safeguard your vehicle against any damage, electrical or mechanical failure, water damage.

(j) If you fail to have your vehicle serviced correctly in accordance with the manufacturer's specifications during the Aberdeen Autos Limited Warranty contract period, or you are unable to produce proof of such servicing if we request it, then this may invalidate this warranty cover or we may not pay all or any part of a claim you make.

(k) Fraud: If you make a claim that is false or dishonest in any way, any warranty cover will not be valid, and you will lose all benefits under it. If there is evidence that you have committed fraud, you will be reported, and you may be prosecuted.

5.3 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

5.4 This does not affect the customer's statutory rights.

6. Title and risk

6.1 The risk in the Vehicle shall pass to the Customer on completion of collection from the Dealership.

6.2 Title to the Vehicle shall not pass to the Customer until the Dealer receives payment in full (in cash or cleared funds) for the Vehicle.

6.3 Until title to the Vehicle has passed to the Customer, the Customer shall:

(a) maintain the Vehicle in satisfactory condition and keep them insured against all risks for their full price from the date of collection from the Dealership.

6.4 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

7. Price and payment

7.1 The price of the Vehicle shall be the price set out in the Order/Reservation Form by the Dealer.

7.2 The Dealer may, by giving notice to the Customer at any time before collection from the Dealership, increase the price of the Vehicle to reflect any increase in the cost of the Vehicle that is due to:

(a) Any factor beyond the Dealer's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) Any request by the Customer to change the collection date(s), quantities or types of Vehicle ordered, or the Specification; or

(c) Any delay caused by any instructions of the Customer or failure of the Customer to give the Dealer adequate or accurate information or instructions.

7.3 The price of the Vehicle:

(a) Excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Dealer at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) Excludes the costs and charges of transport of the Vehicle, which shall be invoiced to the Customer

7.4 The Customer shall pay each invoice submitted by the Dealer:

(a) Before the Vehicle is taken from the Dealership; and

(b) In full and in cleared funds to a bank account nominated in writing by the Dealer, and

(c) Time for payment shall be of the essence of the Contract.

7.5 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

8. LIMITATION OF LIABILITY

8.1 The restrictions on liability arising under or in connection with the Contract including liability in contract however the Dealer limits liability due to:

(a) Death;

(b) Fraud or fraudulent misrepresentation;

- (c) Breach of the terms implied by statutory requirements; or
- (d) Defective products under statutory requirements;
- (e) Loss of use or corruption of software, data or information;

8.2 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

9. Termination

9.1 Without limiting its other rights or remedies, the Dealer may suspend provision of the Vehicle under the Contract or any other contract between the Customer and the Dealer if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.2 Without limiting its other rights or remedies, the Dealer may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.3 On termination of the Contract for any reason the Customer shall immediately pay to the Dealer all of the Dealer's outstanding unpaid invoices and interest.

9.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

9.6 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

10. Force majeure

10.1 In circumstances out with the Customer's or Dealer's control, the Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

11. General

11.1 Assignment and other dealings.

(a) The Dealer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Dealer.

11.2 Entire agreement.

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

11.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the address specified: sales@aberdeenautos.co.uk

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by next working day delivery service, at 9:00 am on the two Business Day after posting [or at the time recorded by the delivery service]; and

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.6 Third party rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under statutory requirements.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland

11.9 Jurisdiction. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

11.10 Repairs and Rejections: It is the Customer's responsibility to return the Vehicle to the Dealership, at the customer's own cost, in the event that a repair or rejection is required.

12. Distance Selling (Aberdeen Autos Limited does not undertake Distance Selling).

12.1 We, Aberdeen Autos Limited do not run an organised Distance Selling scheme or conclude car sales in consumers' (customers') homes or other non-business premises.

12.2 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

13. Part Exchange

13.1 We are not obliged to take a vehicle in part exchange, nor are you obliged to go through with the part exchange even if an offer has been made.

13.2 Any vehicle taken in part exchange must be available to examine before any value can be pleased upon the vehicle. Any estimated valuation prior to inspection is not a binding offer and cannot be relied upon.

13.3 We are entitled to reject any part exchange vehicle after an offer is made, when it arrives at the dealership, if:

- (a) It has been involved in an accident.
- (b) There is a discrepancy in the mileage.
- (c) The condition of the vehicle has changed since the inspection.
- (d) Any issue is identified by way of a HPI check or similar, including outstanding finance or incumbrances.
- (e) It is not your property to sell.
- (f) The V5C document is not in your name or is damaged or missing.

13.4 Any vehicle taken in part exchange must come with:

- (a) All keys and accessories.
- (b) The V5 registration document and Service History documentation.

13.5 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

14. Inspection of the vehicle

14.1 It is the customer's responsibility to inspect the vehicle carefully prior to purchase. The Dealer cannot be held responsible for a customer's failure to adequately inspect the vehicle.

15. Loss or Damage

15.1 The Dealer shall not be responsible for any loss or damage to the Customer's vehicle, unless caused by the negligence of the Dealer's employees or agents. The Customer is encouraged to remove all personal items from the vehicle.

16. Storage Charges

16.1 The Dealer reserves the right to levy a daily charge for storage of the customer's property if left onsite without reason.

16.2 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

17. Buyer's Remorse

17.1 The Buyer acknowledges that "Buyer's Remorse" is a term used to describe a situation where a buyer regrets making a purchase decision, despite there being no fault or issue with the Vehicle. Aberdeen Autos Limited will not accept the return of any Vehicle due to "Buyer's Remorse." Upon completion of the purchase, the Buyer becomes the owner of the Vehicle. It is the sole responsibility of the owner to handle any disposition of the Vehicle at their own convenience and expense. Aberdeen Autos Limited shall not be held liable or responsible for any actions taken by the Buyer regarding the Vehicle after the purchase is complete.

17.2 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

18. Warranty

18.1 Outlines the warranty coverage provided by Aberdeen Autos Limited, including what is covered, the duration of the coverage, and any exclusions or limitations. Warranty Terms and Conditions apply in all cases.

18.2 If you require a repair under warranty, you must contact the Warranty Administrator by telephone for authorisation before undertaking any repairs by a VAT registered garage, or your claim may be invalidated (warranty terms and conditions apply). If you require any repairs under warranty, please do not hesitate to telephone the Dealer for guidance.

18.3 Prior to the expiry of the warranty, the Warranty Administrator should contact you to ask if you wish to extend the warranty.

18.4 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

19. How to make a complaint about your Aberdeen Autos Limited Warranty or for any other reason:

19.1 At Aberdeen Autos Limited, we strive to offer you first-class coverage and service through our warranty program. If you have any concerns or feel that we may have not provided the service you anticipated, please contact our Warranty Section so that we can address and resolve any issues.

To make a complaint regarding your Aberdeen Autos Limited regarding the warranty or for any other reason, please follow these steps:

1. **Contact Us:** Reach out to the Aberdeen Autos Limited using the following contact details:

- **Telephone:** 01467 651600
- **Email:** sales@aberdeenautos.co.uk
- **By Post:** Aberdeen Autos Limited, Unit 1, Rothens Steading, Monymusk, Inverurie AB51 7JA

2. **Provide Details:** When you contact us, please provide the following information:

- Your name and contact information
- Vehicle details (make, model, VIN)
- A clear description of your complaint
- Any relevant documentation or evidence

3. **Resolution Process:** Our team will acknowledge your complaint within five business days and will work diligently to investigate and resolve the issue. We aim to provide a resolution or an update on the progress of your complaint as soon as possible, within 10 business days. We value your feedback and appreciate the opportunity to improve our services. Thank you for helping us maintain high standards of customer satisfaction.

19.2 The Dealer shall have sole and exclusive authority to make all final decisions regarding [specific matters or disputes]. The Dealer's decision in any such matter shall be binding and conclusive on all parties involved, and no further appeal or reconsideration shall be permitted.

19.3 This does not affect the customer's statutory rights.

20. Dispute Resolution

20.1 Aberdeen Autos Limited is not a participant in any Dispute Resolution Scheme. Any disputes arising from this contract or the purchase of a Vehicle must be resolved through direct negotiation between the parties or through appropriate legal channels. Aberdeen Autos Limited does not offer or engage in third-party mediation or arbitration services as part of this agreement.

21. Use of your data

Please see Aberdeen Autos Limited Privacy Notice on the website: www.aberdeenautos.co.uk

22. Acknowledgment and Acceptance

22.1 By receiving this contract, the Customer acknowledges and agrees to the following:

1. Verbal Discussions: The Customer has engaged in verbal discussions with representatives of Aberdeen Autos Limited regarding the terms of this agreement and the purchase of the Vehicle and;
2. Email Correspondence: The Customer has received, read, and understood all email communications from Aberdeen Autos Limited pertaining to this agreement and the purchase of the Vehicle and;
3. Written Terms and Conditions: The Customer has read, understood, and agrees to be bound by this written Terms and Conditions provided by Aberdeen Autos Limited, which are incorporated into this contract by reference and;
4. Comprehensive Understanding: The Customer acknowledges that they have been given the opportunity to ask questions and seek clarification on any aspect of this agreement, and that all their questions have been satisfactorily answered and;
5. Acceptance by Receipt: By receiving this contract, the Customer confirms their acknowledgment and acceptance of all terms, conditions, and provisions outlined in this contract, including those communicated verbally, via email, and in writing.

If you need to contact us regarding the contents of this document, please email: sales@aberdeenautos.co.uk

IF YOU REQUIRE THIS DOCUMENT IN LARGER FONT, PLEASE EMAIL:

sales@aberdeenautos.co.uk

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