

## **Terms and Conditions: General use of Site**

### **1. General**

1. EGFV RIX Limited trading as Carcraft / Carcraft – Select ("We, EGFV"). We are a private limited company registered in England and Wales under company number 9693284 and have our registered office at 2<sup>nd</sup> Floor, 1 City Road East, Manchester M15 4PN. By accessing and using the Site you agree to be bound by and to act in accordance with these Terms and Conditions (together with the documents referred to in it) (together the "**Terms**").
2. Please note the Site was previously operated by CC Automatic Group Limited (trading as Carcraft) until 28th July 2015. We are not connected to and have no relationship with CC Automatic Group Limited nor are we carrying out the business of CC Automatic Group Limited in succession.
3. The Terms were published on 11th November 2015. We may alter these Terms at any time without prior notice. You are expected to check these Terms from time to time and your continued use of the Site will mean that you accept any amendments to Part 1 of these Terms.
4. We take protection of your privacy seriously and process information about you in accordance with our Privacy Policy and Cookie Policy. By using the Site you confirm you have read our Privacy Policy and Cookie Policy and that you consent to such processing and warrant that all data provided by you is accurate.
5. If you believe any material on the Site is inaccurate or intellectual property belonging to you or a third party has been improperly posted on the Site, please let us know by sending an email to [info@carcraft.co.uk](mailto:info@carcraft.co.uk)
6. EGFV Rix Limited is an appointed representative of CarFinance 247 Limited (FRN: 653019)  
CarFinance 247 Limited are authorised and regulated by the Financial Conduct Authority for credit broking and insurance intermediation.  
Registered Address Universal Square, North Devonshire Street, Manchester M12 6JH.

### **1. Links and third party material**

1. The Site contains material and advertisements provided by third party product or service providers, advertisers or sponsoring organisations. Third party product and service providers, advertisers and sponsors are responsible for ensuring that all material submitted for inclusion on the Site complies with all relevant laws and codes. We will take

reasonable steps to verify the accuracy of such information but we will not be responsible if any such material is untrue, inaccurate, incomplete and/or contains errors and we disclaim all liability and responsibility arising from any reliance you place on such material.

2. Any material on the Site may be out of date at any given time and, whilst we endeavour to keep material up to date, we are under no obligation to do so. Material on the Site may be subject to change at any time.
3. The Site contains links to other websites. When you activate any of these links, you will leave the Site and we accept no responsibility for the availability or content of any linked websites or for any loss or damage that may arise from your use of them. The links are provided for your convenience and any such link does not imply endorsement by us of a website or any association with the operators of a website.

#### **1. Intellectual property rights**

1. All intellectual property rights in the Site and its content (including copyright and database rights and (whether registered or unregistered) trade marks, trade names and designs, are owned or licensed by EGFV. Marks and logos identifying third parties are owned or licensed by those third parties or their associated companies.
2. You are permitted to print or download extracts from material on the Site for your personal use only provided you keep intact all or any copyright and proprietary notices. None of this material may be used for any commercial or public use.
3. No part of the Site or any material appearing on the Site may be modified, copied, distributed, reproduced, stored in or transmitted on any other website for commercial purposes without prior written permission of EGFV and payment of any specified fee.
4. No licence is granted to you in these Terms to use any trademark of EGFV.

#### **1. Reliance on information posted**

1. The Site is a medium for providing information and access to vehicles submitted by trade dealers and other third parties which are being offered for sale. Whilst we may take reasonable steps to verify the information provided and perform random quality assurance checks from time to time, EGFV cannot be liable for any error, omission or inaccuracy in such material, including but not limited to ownership, quality, compliance with description or fitness for purpose of any listed vehicles.

2. Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.
3. Before purchasing any car or other product or service which has been found by using the Site, we recommend you confirm all information with the seller and make your own enquiries and searches about the car, product or service and also about the seller.
4. The Site publishes advertisements placed by third parties to advertise their vehicles and other goods and/or services. Where applicable, if you choose to purchase a vehicle, product or service advertised for sale by third parties on the Site, the contract will be between you and the third party and not with EGFV (unless expressly stated otherwise). In such circumstances, we therefore have no liability to you for any losses that you may incur as a result of purchasing a vehicle, product or service from a third party through the Site. Before proceeding with the purchase of the vehicle, you should read the seller's terms and conditions carefully and, where appropriate, take independent advice.
5. We do not take any responsibility for checking or verifying the identity of sellers or for the accuracy or completeness of the information provided by any seller. The price and terms of sale are subject to direct negotiating between you and the seller and you will be bound by whatever is agreed between yourself and the seller.
6. Where you obtain any product or service from a third party through the Site and the service We provide in connection with that product or service is without charge to you, we may be entitled to charge a commission or receive fees from that third party.
7. Payment for vehicles and other products or services of third parties will be made on the applicable terms and conditions of the relevant third party and cannot be made via the Site

## **1. Our liability**

1. Although we will take reasonable steps to verify the accuracy and the content of the material supplied on our Site, such material is provided without any guarantees, conditions or warranties as to its accuracy, completeness or content. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - a. loss of income or revenue;
  - b. loss of business;
  - c. loss of profits or contracts;
  - d. loss of anticipated savings;
  - e. loss of data;
  - f. loss of goodwill;
  - g. wasted management or office time;
  - h. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
2. 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.
3. Where you deal as a consumer, nothing in the above exclusions affects your statutory rights.

## **1. Our Site changes regularly**

We aim to update our Site regularly and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. The pages contained on the Site may contain technical inaccuracies and typographical errors. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

## **1. Your Data**

1. We will protect and process all personal information supplied by you in accordance with the terms of our Privacy Policy.

2. Data collected as part of a car finance application will be processed by our third-party partners, in accordance with their Privacy Policies.
3. You are solely responsible for any information submitted by you to our Site. You warrant that all data provided by you is complete, accurate, up-to date and not misleading or likely to deceive.

#### **1. Viruses and access to our Site**

1. We do not guarantee that our Site will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.
3. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.
4. We do not warrant that your access to the Site will be uninterrupted, unrestricted, timely, secure and error-free (and we may suspend, restrict or terminate your access to the Site at any time), or that the Site and the server are free of computer viruses or other harmful applications. If a fault occurs in the service you should report it to us and we will attempt to correct the fault as soon as we reasonably can.
5. We do not represent that the Site or the material on the Site is appropriate or available for use outside the United Kingdom. If you choose to access the Site from any location outside the United Kingdom, you do so at your own risk and it is your responsibility to ensure compliance with all foreign and local laws and requirements.
6. Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

7. You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

## **1. Miscellaneous**

1. If any provision in these Terms is found by any court or other body of competent jurisdiction to be wholly or partly invalid or unenforceable then that provision or part will be severed from these Terms and the remaining provisions will continue in full force and effect.
2. If you breach these Terms, a waiver of any right under these Terms is only effective if it is in writing and shall not be deemed to be a waiver of our right to act in respect of any subsequent or similar breach.
3. We will not be responsible for any breach of these Terms or otherwise for any delay or failure in processing your application for any loan or other product or service where such breach, delay or failure is attributable to you and/or any third party or is otherwise caused by circumstances beyond our control.
4. Any agreement between us is made for the benefit of you and EGFV and, except unless expressly stated, is not intended to benefit, or be enforceable, by anyone else.
5. We aim to at all times provide you with an excellent standard of service. If for any reason you are unhappy with our service please contact us at 2<sup>nd</sup> Floor, 1 City Road East, Manchester M15 4PN we will aim to resolve your complaint as soon as possible. If you remain dissatisfied with our response, you may have a right to refer your case to the Financial Ombudsman Service depending on the nature of your complaint.
6. If you have any concerns about material which appears on our Site, please contact us at 2<sup>nd</sup> Floor, 1 City Road East, Manchester M15 4PN.
7. These Terms shall be governed by and construed in accordance with the laws of England and each of you and EGFV irrevocably submits to the exclusive jurisdiction of the English courts in relation to all disputes arising out of or in connection with these Terms.
8. Headings in these Terms are for convenience only and will not affect the interpretation of these Terms.