

TERMS AND CONDITIONS FOR CONSUMERS AND TRADE

Why you should read these terms and conditions.

Please read these terms carefully. These terms tell you who we are and how we will sell Goods to you.

Information about us and how to contact us

We are Atec garage. Our registered VAT number is 340243542. Our FCN Number is 92589 You can contact us on 01302366051 or at either sale atecgarage@outlook.com or Unit 3, Carr hill, Balby, Doncaster DN48BS. Trading as Atec garage car and motorcycle sales.

We supply Used vehicles (cars and motorcycles) to both the trade and public, and solely operate from our business premises, all our vehicles are available to view and examine and finance can be arranged. Due to restrictions we do not offer test drives/test rides for any vehicle in stock.

Atec garage adhere to the consumer contract regulations 2013 and the consumer Act 2015 and these are the basis of the following terms.

We can arrange delivery of motorcycles only at additional costs.

1. Definitions

1.1 "The Dealer", "Us", "Atec garage", "Seller" "Lender partner" the entity who is the vendor of the goods to the consumer.

1.2 "The Customer", "you", "consumer" the person contracting for goods and services to be supplied by the Dealer.

1.3 "The Goods, "the Bike", "the car", "the Vehicle" means all vehicles as defined, or other things to be sold by the Dealer to the Customer as set out in the contract.

1.4 "Contract " the contract between us and you for the sale and/or purchase of the Goods which incorporates these terms and conditions and the Your acceptance.

1.6 "The Lender" the creditor providing you with finance to purchase the Goods.

1.7 "Business sale", "business to business", "trade sale" the vehicle is sold to another registered business, sole trader or the vehicle is to be used solely or partially in conjunction with a profit, i.e for any business purpose, delivery, taxi, uber etc.

1.8 "distance sales" any sale completed entirely away from the dealers premises, with no face to face contact at all.

2. Written Confirmation

2.1 Any contract order or notice will be expressed in writing only via email or letter.

3. Price and Payment

3.1 The price of the Goods shall be the price set out in the Contract. The consumer will only become the owner when full balance has been paid.

3.2 We only accept Bank transfer

3.3 Where the funds are financed, you will be unable to take possession of the vehicle until we receive the confirmation that credit has been approved and funds have been received by us, from the Lender.

4. Used Vehicles

4.1 If the Vehicle to be supplied by the Dealer is a used vehicle, the vehicle is supplied as roadworthy at the date of handover and, in the case of consumer sales (as defined by the Sale of Goods Legislation):

4.2 Is sold subject to any conditions or warranties that are implied by the Sale of Goods Legislation or any amending statutes.

4.3 Where the goods are purchased by you at our Dealer site. Prior to signing the contract, the Customer shall examine the vehicle, and the customer is reminded that the conditions of satisfactory quality and fitness for purpose implied by the

Sale of Goods Legislation is related to the age and cost of the vehicle and does not operate in relation to such defects which the customer examination ought to reveal. Should the Goods be sold also subject to defects notified by the Dealer to the Customer before signing the contract, the implied conditions of satisfactory quality and fitness for purpose do not operate in relation to those defects.

4.4 For purchases made remotely i.e by phone, email or facebook, Prior to payment the Customer shall examine the vehicle by viewing the detailed images and walkaround video of the vehicle, as well any other documentation included in the sale, and ask all questions and obtain any information needed. This can be done via the dealers website, Or over the phone or email communication. Only after the customer has viewed all images and read and agreed to all terms and conditions will payment be taken and a contract formed. The conditions of satisfactory quality and fitness for purpose implied by the Sale of Goods Legislation do not operate in relation to any defects notified by the Seller to the Customer before the contract is formed.

5. Business sale

5.1 For Business to Business sales only; the vehicle description is given as guidance only. You are advised to obtain professional advice as to the vehicles condition before purchase as consumer protection legislation does not apply. It is entirely the responsibility of the purchaser to ensure that they are satisfied with the condition of the vehicle before proceeding with the purchase.

5.2 For Business to Business sales only; all statements, conditions or warranties as to the quality of the bike or its fitness for any purpose whether express or implied by law or otherwise are hereby expressly excluded.

5.3 For Business to Business sales only; The vehicle is being sold without any undertaking, warranty, representation, express or implied, as to its mechanical condition or its roadworthiness, or its age, by Atec Garage and the Vehicle is strictly sold as seen.

6. Delivery (motorcycles only)

6.1 The Customer shall be liable to pay for the Goods and delivery in full before delivery commences.

6.2 The costs of delivery will be as notified to you prior to signing the contract.

6.3 Delivery of the Goods shall take place at the pre-agreed delivery address.

6.4 Please note that we can only deliver to mainland England, Scotland and Wales.

6.5 The Goods will be your full responsibility from the time we deliver it to the address you gave us.

6.6 Our standard delivery is organised by a third party, with no specific date, and the timeframe is between 30-45 days, The dealer can take no responsibility for late delivery from a third party.

6.7 Our enhanced delivery is operated solely by ourselves and we aim to deliver in no more than 4 working days, The delivery date will be stated on the contract before signing.

7. Distance sales (motorcycles only)

7.1 If the contract constitutes the definition of a distant sale, then the following provisions will apply to the contract.

7.2 If, and only if, the Customer has acted as an individual acting for purposes which are wholly outside that individual's trade, business, craft or profession and this Agreement has been completed without any face to face contact between us and you, or anyone acting on your or our respective behalf, you may give notice to cancel this Agreement within 14 days without giving reason.

7.3 Whilst in the cancellation period the dealer will deem the value of the vehicle to have been diminished as a result of handling of the goods by the consumer beyond what is necessary to establish the nature, characteristics and functioning of the goods, which goes beyond the inspection, handling and experience in person that is reasonably allowed in our showroom. the dealer may recover that amount from the consumer, up to the contract price.

7.3 Notice of cancellation must be giving in writing or using the form provided at the end of the terms within 14 days of the delivery date.

7.4 It is the consumers responsibility to return the vehicle to the dealers premises at a cost to the consumer and in a suitable manner, i.e insured delivery, within 14 days.

7.5 After notice of cancellation, the consumer is prohibited to use the vehicle and agrees to keep it in a safe and secure location.

7.6 The dealer will, once in possession of the vehicle, reimburse the full amount paid minus the deductions stated below if applicable :-

7.61 Only standard delivery is refundable, If enhanced delivery was paid for at the time of purchase this is none refundable.

7.62 The following points are considered to diminish value:-

a) Any ride/drive of the vehicle is beyond what is offered in our showroom and will incur a £295 independent inspection fee and the additional mileage fee below.

b) Any track use of the vehicle will incur a £750 fee.

c) Any mileage of the vehicle from the delivery date will incur a £2 a mile fee.

d) Any damage will be assessed by the dealer and the fee deducted will amount to the reasonable cost to return the vehicle back to the pre delivery condition.

e) For all returned vehicles a £99 restocking and advertising fee is applicable.

7.7 After the vehicle is returned to us and inspected we will process your refund (with deductions if any) and return your balance in no more than 14 days.

8.Warranty

8.1 All vehicles are sold with a complimentary warranty, which the dealer can remove at any time if deemed fit.

8.2 The dealer where applicable will elect to use a third party for warranty cover and authorise the third party to carry out repairs if needed.

8.3 Any warranty work carried out by either the dealer or third party will only restore the vehicle back to the condition at time of sale, This will include where needed second hand parts and economical repairs.

8.4 The burden of transporting the vehicle to the dealer or authorised repair centre is always the consumers, and any costs involved will be payable by the consumer.

8.5 Any cost of diagnostic work to find and identify a fault is the responsibility of the consumer.

9>Returns

9.1 If the vehicle is to be returned to the dealer for any reason, then this cost is payable by the consumer in its entirety.

9.2 If the vehicle is undrivable it is the customers responsibility to transport the vehicle in a professional manner, and the vehicle will remain the consumers liability regarding damage until the dealer have the vehicle in thier possession.

9.3 If the vehicle is deemed uneconomical to repair by the dealer, And a refund is agreed by both parties, then the following deductions are applicable.

A) mileage charge £0.75 per mile covered since the vehicle was purchased.

B) £99 restocking fee.

10. Voiding the contract

10.1 If the dealer has reason to believe that the vehicle has been used for any of the following reasons the contract will be voided immediately and without notice.

A) The vehicle has been used for commercial gain, or as part of a business.

B) The vehicle has been used offroad, or on a race track.

C) The vehicle has been used for any reason other than how the manufacturer intended.

11. Purchasing on finance

11.1 If the vehicle is financed the consumer understands that the dealer is no longer the retailer and the vehicle is owned by the lender, until such time as the full balance is settled.

11.2 As a lender partner the dealer will work closely with the nominated lender as regards to warranties and repairs, Although this is the responsibility of the lender.

11.3 The lender will provide terms and conditions, and those terms along with the ones in this document make up the contract with the consumer.

12. Notices

12.1 All written notices given by the Dealer to the Consumer shall take effect 24 hours after being despatched by the Dealer in writing.

13. General Legal Terms

13.1 No agreements outside of the Contract shall be binding. The Contract (incorporating these Conditions) 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.

14 Model Cancellation Notice

[INSERT ADDRESS]

[INCLUDING EMAIL/PHONE NUMBER]

Dear [*YOUR NAME HERE*]

Re: [*INSERT PRODUCT DESCRIPTION*]

Ordered on: [*INSERT DATE HERE*]

Received on: [*INSERT DATE HERE*]

[I/We] hereby give notice that [I/We] cancel [my/our] contract of sale of the
[goods /service] above/p>

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

