

Vehicle Purchase Terms & Conditions

THESE TERMS & CONDITIONS SET OUT:

Your legal rights and responsibilities; Our legal rights and responsibilities; and Certain key information required by law.

When you purchase a vehicle from Global Automobiles, You are entering into a legal agreement bound by these Purchase Terms and Conditions and our Privacy Statement.

If you do not understand any of these Terms and Conditions and want to talk to Us about them, please contact us:

In person at our place of business: Samson House, Rockfield Street, Blackburn BB2 3RG By email to sales@globalautomobiles.co.uk

By telephone on 01254 699 655. We may record calls for quality and training purposes. WHO WE ARE Global Automobiles registered in England under company number: 08274415 Registered office: Samson House, Rockfield Street, Blackburn BB2 3RG.

1. DEFINITIONS

1.1 In these Terms and Conditions the following words and expressions shall have the following meanings:

"We", "Us", "Our" "Global Automobiles" shall refer to Global Automobiles whose registered number is 08274415 and registered office is: Samson House, Rockfield Street, Blackburn BB2 3RG.

"You" and "Your" shall refer to you personally, being the customer or prospective customer desiring to buy New or Used Cars from Us and any user of the Website.

"Delivery" means the completion of the transaction with You by the delivery by Us to your residential address, or collection by You at our place of business

"Order" means the process by which You may purchase a Used Car from Us

"Online" means Your purchase of a New or Used Car by means of a distance contract which is concluded without any face-to-face contact between You and Us, including but not limited to purchases concluded through the Website, by email or over the phone.

"Payment Method" is by bank transfer, debit / credit card. Cash payments are discouraged.

"Personal Data" is Your personal data as defined in the General Data Protection Regulation (EU) 2016/679.

"Price" is the total amount payable for the Vehicle inclusive of VAT where applicable.

"Used Car(s)" are the vehicles which are available for sale from Global Automobiles together with any ancillary products or services.

"Used Car Description" is the description of the Used Cars including but not limited to the price; make; model; mileage; any manufacturer fitted feature; engine; colour; wheel size; upholstery; equipment or other feature, shown on the Website or at the Retail Site.

"Vehicle" is the Used Car that You choose to purchase by placing an Order including any additional associated products such as extended warranty or paint protection.

"Part-Exchange Vehicle" is any vehicle which You offer for sale to Global Automobiles in part of full payment for the Vehicle

"Website" is the website owned and operated Global Automobiles located www.globalautomobiles.co.uk plus any related URLs owned and operated by Global Automobiles which enable the provision of details of Used Cars available for sale by Global Automobiles.

1.2 Headings in these Terms and Conditions are only for convenience and shall not affect its construction.

These Terms and Conditions are only available in English. No other languages will apply to these Terms and Conditions.

2. INFORMATION WE GIVE YOU

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that We must give You certain key information before a legally binding contract between You and Us is made. This key information is set out in these Terms and Conditions.

2.2 If We have to change any key information once a legally binding contract between You and Us is made, we can only do this if You agree to it.

3. SEARCHING FOR A USED CAR

3.1 USED CAR WEBSITE SEARCHES

3.1.1 You agree to the Terms of Use and any further terms of use of the Website set out in these Terms and Conditions.

3.1.2 You can view the Used Car Descriptions for the Used Cars that are available for sale from Global Automobiles using the search facility on the Website.

3.1.3 If You would like to buy or enquire about a Used Car You have seen on the Website then you can complete the Order process on the website set out in Clause 4.3 or contact Global Automobiles by telephone, e-mail or live chat. This includes WhatsApp messaging.

3.2 USED CAR PRICING AND DESCRIPTIONS

3.2.1 The Used Car Descriptions are provided for information for you to be able to consider. We make every effort to ensure that the Used Car descriptions are accurate but may not address your particular requirements. Where you require additional information in relation to the Used Car, please contact us by telephone or email so we may further assist you. You should check with us to ensure the specifications of a chosen car meets your expectations prior to committing to purchase.

3.2.2 All fuel economy figures quoted on the Website are in accordance with Directive 93/116/EC. They have been calculated using the same test cycle as used for official exhaust emission classification. The figures are designed for comparison purposes only. Under normal use the vehicles actual fuel consumption figures may differ from those achieved through the test procedure, depending on driving technique, road and traffic conditions, environmental factors and vehicle age and condition.

3.2.3 Any references to the speed or performance of the Used Car should not be taken as an encouragement to drive irresponsibly, dangerously or at speeds in excess of national limits or to breach the rules of the Highway Code. Any references to accessories fitted to the Used Car should not be taken as an encouragement to act anti-socially or to encourage unsafe driving.



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3.2.4 We make every effort to ensure that the prices and figures shown on the Website and on other advertising media are accurate, however, errors may occur, and We may change prices without notice. We will inform You as soon as reasonably possible if there is an error in the price of the Used Car that You have ordered.

You may then either

- (a) Re-confirm Your order at the correct price or
- (b) Cancel Your order.

If You decide to cancel Your order after We have informed You of a pricing change, We will give You a full refund of any monies you have paid as soon as reasonably possible (and in any event within fourteen (14) days of cancellation).

3.2.5 We make every effort to ensure the accuracy of the information contained in the Website, New and Used Car Descriptions and other advertising media however, errors may occur. (See paragraph 3.2.1)

3.2.6 We have made every effort to display the Vehicle accurately on our website with images, but we cannot guarantee that the photographs accurately reflect the appearance of the Used Car.

4. USED CAR PURCHASE TERMS

4.1 ACCEPTANCE OF TERMS

4.1.1 By entering into a contract with Us to buy a Used Car, You agree to be bound by these Purchase Terms and Conditions, Our Terms of Use and Our Privacy Statement which are incorporated herein by reference. These Purchase Terms and Conditions are a legally binding agreement between You and Us.

4.1.2 If you are under the age of 18 You cannot not buy any Used Cars from Us.

4.2 PERSONAL DATA

4.2.1 The Personal Data You submit to Us will only be used in accordance with the Privacy Statement and in accordance with the Data Protection Act and the GDPR.

4.2.2 in accordance with the Privacy Statement, Your Personal Data will be (i) used by Global Automobiles and Our suppliers, including for the avoidance of doubt purposes relating to Your purchase of the Used Car and (ii) used by Global Automobiles for marketing and research purposes and will not be disclosed to other organisations for marketing and research purposes.

4.2.3 If You do not wish to receive any further marketing information or wish to update or correct any inaccuracies in Your Personal Data please contact Us.

4.3 PLACING AN ORDER

4.3.1 To purchase a Used Car, you are required to:

Provide Us with cleared funds for the full amount due as set out in your Order confirmation either by way of electronic means, bank transfer, funds from a car finance loan arranged by you.

4.3.2 Where you have arranged delivery of a vehicle Global Automobiles will only to deliver to You at Your current residential address that matches the address on the sales invoice and your current ID document.

Acceptable identity documents are: Your passport or Your photo driving licence.

4.3.3 You will receive a copy of these Purchase Terms and Conditions which you will be deemed to have already read by email to the email address you provided with your Order.

4.3.4 We reserve the right to contact you at any time prior to completion of the Delivery to inform you that we will not accept Your Order. This is typically for the following reasons:

The Used Car is unavailable for an unforeseen reason; You are not allowed to buy the Used Car from Us;

We are not allowed to sell the Used Car to You; or there has been a mistake on the pricing or description of the Used Car.

4.4 ORDER CANCELLATION

4.4.1 If you wish to cancel your order prior to Delivery of the Vehicle you must do so by contacting us by emailing sales@globalautomobiles.co.uk or by phone during business opening hours. See section 8 for terms and conditions.

4.4.2 If We contact you to inform you that we do not accept Your Order, as detailed in 4.3.4, then We will give You a full refund of any monies you have paid as soon as reasonably possible (and in any event within fourteen (14) days of cancellation)

4.5 PAYMENT

4.5.1 The balance of the purchase price is to be paid by You to Global Automobiles prior to delivery or upon collection of the Used Car ("Balance Payment") by debit card or acceptance of a finance agreement arranged by you. Bank Transfers, credit cards and cash payments are also accepted.

4.5.2 Debit/Credit cards used to make the Balance Payment must be from a card registered in the name of the person identified in the Identity Documents.

4.5.3 Please read the deposit/order form carefully and check Your order reflects the specification ordered before submitting the Payment. If You need to correct any errors in Your order You can do so by contacting Us by email or by telephone at 01254 699 655.

4.6 PART EXCHANGE VEHICLE

4.6.1 You must notify us during the Order if you have a vehicle you wish to part-exchange ("Part- Exchange Vehicle"), provide us with all the information regarding the Part-Exchange Vehicle which we may reasonably request and ensure the Part-Exchange Vehicle is available at the same location and time as Delivery of the Vehicle in order for us to examine it. For the Part-Exchange vehicle to be considered You will be required to describe its specification and condition ("Description") during the Order process. The information provided will be used by Us to determine if the Part-Exchange Vehicle proposed by You meets the required criteria set by Us for consideration in the Order.

4.6.2 If we agree to consider purchasing your Part-Exchange Vehicle, we will inspect it, at the time of Delivery/Collection of the purchased Vehicle, to ensure it matches the Description you provided. We are not obliged to provide a part-exchange option when selling the Vehicle and our decision to examine and value a Part-Exchange Vehicle, including the valuation we give, is solely at our discretion.

4.6.3 If we are willing to accept a Part-Exchange Vehicle in part or full payment of the Price we will provide you with a valuation for the Part-Exchange Vehicle ("Part-Exchange Valuation") for your consideration and prior to confirmation.

4.6.4 You are under no obligation to accept the Part-Exchange Valuation that we provide you with prior to our inspection of the vehicle and may withdraw the Part-Exchange Vehicle from the transaction.



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4.6.5 For the avoidance of doubt we are entitled to amend a Part-Exchange Valuation and reject a Part-Exchange Vehicle which is delivered to us for any reason, including but not limited to circumstances where:

the condition of the Part-Exchange Vehicle has changed since we provided the Part-Exchange Valuation, or the condition of the Part-Exchange Vehicle is not as stated in the Description given by you;

there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle or the mileage at the time of delivery is more than 500 miles higher than the mileage declared by You at the time of the Order;

the Part-Exchange Vehicle has been subject to a total loss claim;

any other issue is identified by an HPI check or equivalent vehicle history check on the Part-Exchange Vehicle; the Part-Exchange Vehicle is not your property to dispose of or you do not have the right to sell it; or the V5c registration documentation for the Part-Exchange Vehicle is missing, incomplete or is not in your name.

4.6.6 In the event that we reject a Part-Exchange Vehicle in accordance with Condition 4.6.5 above we are entitled at our option to:

reject the Part-Exchange Vehicle entirely and require payment of the Price by another means; or provide a new Part-Exchange Valuation in relation to the Part-Exchange Vehicle.

4.6.7 When handing over a part exchange vehicle we require all sets of keys to the Part-Exchange Vehicle; and the V5c registration documentation in your name and any associated documentation (such as service books) for the Part-Exchange Vehicle; without which we will not accept the Part-Exchange Vehicle.

4.6.9 We accept no liability for loss or costs in relation to any property or modification, to the original vehicle specification that You may have completed to the Part Exchange Vehicle, which You have failed to remove from the Part Exchange Vehicle prior to completion of the Delivery, including failure to transfer or retain a cherished registration plate via the DVLA or any aftermarket extras such as a tow bar.

5. GLOBAL AUTOMOBILES WARRANTY

5.1 All Vehicles will be supplied with a 90-day Global Automobiles Warranty ("Warranty"). The 90-day period starts on the date of delivery of the Vehicle. The Warranty terms and conditions are provided to you with the Warranty paperwork.

5.2 To claim on Your Warranty you should contact us directly.

5.3 Warranty claims are subject to the terms and conditions of the warranty.

5.4 During the Order, you may choose to extend the Warranty (inclusive of the initial free 3 months cover) at extra cost. Extended Warranties are only available to purchase on vehicles under 10 years old and under 100,000 miles at the time the Extended Warranty is purchased and are subject to separate terms and conditions.

6. INSURANCE AND ROAD FUND TAX

6.1 It is Your responsibility to ensure that, prior to Delivery, You have insured the Vehicle and paid the applicable Vehicle Excise Duty ("Vehicle Tax") for use of the vehicle on public highways before you drive away. As part of the sale contract, You will confirm that You understand that the Vehicle will not be insured or taxed by Global Automobiles on delivery to You and that You take full responsibility for purchasing Vehicle Tax and insurance for the Vehicle on or before the day of delivery.

7. DELIVERY OR COLLECTION

7.1 Delivery of the Vehicle to your residential address is subject to availability and price is dependent on location. Vehicle collection can only be made from our Global Automobiles site.

7.2 We do not make deliveries to any address outside of the mainland United Kingdom.

7.3 The Vehicle shall remain in Our beneficial ownership until full payment for the Vehicle has been received by Us, a sale contract signed by You has been received by Us, and proof of address and identity has been accepted by Us. The risk in the Vehicle, shall pass to You upon completion of the Delivery.

7.4 Where we have agreed to deliver the Vehicle to You, We will use every reasonable effort to deliver the Vehicle on Your desired delivery date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond our reasonable control. Time for delivery shall not be of the essence and You shall have no right to damages or to cancel the order for failure for any cause beyond our reasonable control to meet any delivery date stated.

7.5 We may drive the Vehicle from our place of business to the agreed delivery destination and consequently the mileage of the Vehicle will increase accordingly.

7.6 If You fail to accept delivery of the Vehicle we shall be entitled to treat the contract as repudiated by You. We shall then be entitled to dispose of the Vehicle and reserve the right to offset and recover from You, by way of damages, any loss or expense including storage and depreciation costs which We may suffer or incur as a result of Your default.

7.7 We reserve the right to charge You a Missed Delivery Charge of 100% of the delivery fee per instance to compensate Us for costs incurred for a failure by You to take delivery on an agreed delivery date.

7.8 If We are unable to Deliver Your Vehicle on the date of delivery then We will contact you to inform you of the delay and then agree a timescale for Delivery to be completed.

8. 14 DAY CANCELLATION (Distance Sales)

8.1 In accordance with Your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You have the right to cancel the purchase of the Vehicle within fourteen (14) days of Delivery.

8.2 You do not need to give Us any reason for cancelling Your purchase. This right to cancel does not affect any of Your statutory rights. You will be responsible for informing us of your Cancellation Request subject to Clause 8.10

8.3 RIGHT TO CANCEL

8.3.1 You are entitled to cancel Your Order from the moment you placed the Order, and Your cancellation rights end 14 days after Delivery of the Vehicle has been completed, unless You are a Trade customer.

8.4 RIGHT TO CANCEL PRIOR TO DELIVERY

8.4.1 You have a right to cancel the Order prior to delivery of the Vehicle subject to Clause 4.4.1

8.4.2 A deduction will be made for any extras you have requested to have added to the Used Car as part of the purchase.

8.4.3 A deduction will be made from your refund for re-stocking costs at a maximum of 10% of the Purchase price of the car.

8.4.4 A deduction will be made for the cost of the cancelled delivery where delivery was requested by You.



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8.4.4 A deduction will be made for the cost of the cancelled delivery where delivery was requested by You.

8.5 RIGHT TO CANCEL AFTER DELIVERY HAS BEEN COMPLETED

8.5.1 If you wish to exercise your right to cancel You must notify Global Automobiles of your Cancellation Request subject to clause 8.10. We will contact you to acknowledge receipt of your Cancellation Request and arrange for the return of the purchased Vehicle and a refund to be issued.

8.5.2 We will aim to contact you within 72 hours of having received your Cancellation Request. If you have not received formal confirmation within 72 hours of placing your Cancellation Request then You should contact us at sales@globalautomobiles.co.uk.

8.5.3. Your vehicle must be returned to us within 14 days of Our Acknowledgement of Your Cancellation Request in the same condition as when delivered to you.

8.5.4 Your refund will be made within 7 days of the vehicle being returned to our place of business.

8.5.5 A deduction will be made from your refund for re-stocking costs at a maximum of 10% of the Purchase price of the car.

8.5.6 A deduction will be made for any extras you have requested to have added to the Used Car as part of the purchase.

8.6 USE OF VEHICLE AND MILEAGE LIMITATIONS WITHIN 14-DAY REFUND PERIOD

8.6.1 To receive a full refund during the 14-day cancellation period a maximum additional mileage of 20 miles from the recorded delivery mileage is allowed. Any additional mileage recorded at the time of receipt by Us of a rejected Vehicle will be regarded as excess mileage and will be charged at £1.00 per mile over the 20-mile allowance. This excess mileage charge will be deducted from your final refund amount.

8.7 COLLECTION OF A REJECTED VEHICLE

8.7.1 You will be provided with the option to have Global Automobiles collect your rejected Vehicle but You will be liable for a collection charge which will be deducted from your final refund.

8.8. SELF-DRIVE RETURN TO A GLOBAL AUTOMOBILES PLACE OF BUSINESS

8.8.1 If You choose to return Your Vehicle to us at Our place of business then We will agree a date and time for the return to take place.

8.8.2 The Vehicle Condition Liability for the Vehicle remains with You until it is returned to us and one of our agents has signed for acceptance of the Vehicle. The mileage distance from the place of Delivery to Our place of business will not be counted toward any excess mileage charge.

8.9 VEHICLE CONDITION LIABILITY

8.9.1 You are liable for the condition of the Vehicle from the completion of Delivery ("Vehicle Condition Liability"). If you choose to cancel within the 14 days, the Vehicle Condition Liability remains with You until an authorised Global Automobiles employee has

signed to accept receipt of the Vehicle from you. Any damage present on the Vehicle which we record on inspection of the returned Vehicle which was not recorded when you accepted Delivery of the Vehicle remains your liability. Any costs for rectification of this damage will be deducted from your final refund amount.

8.9.2 No refund amount will be made until the vehicle has been inspected and signed for by an authorised Global Automobiles employee. If we need to make any deductions from your final refund amount, then you will be made aware of that amount prior to the refund.

8.9.3 The Vehicle must be returned with all keys and documentation provided to you at the time of Delivery. We reserve the right to deduct any costs or associated costs incurred by Us to replace non-returned documentation from the amount refunded to You. In certain circumstances we may accept a refundable deposit for missing documentation which will be deducted from the refund amount and refunded to You on delivery of the missing documentation to Us within an agreed timescale. This includes all keys

8.10 NOTIFICATION OF CANCELLATION REQUEST

8.10.1 To exercise your right to cancel you are required to provide us with a Cancellation Request either in writing, by email to sales@globalautomobiles.co.uk or by telephone at 01254 699 655. If you request a cancellation via telephone, We may require You to provide an additional written confirmation of your request. Postal requests should be sent to Customer Care department, Samson House, Rockfield Street, Blackburn BB2 3RG. You must provide proof of posting.

9. NOTIFICATIONS AND COMPLAINTS

9.1.1 We will use the following process to address your complaint:
Step 1 - Acknowledgement

Global Automobiles will provide written acknowledgement of your complaint.

Step 2 - Progress

Your designated Customer Care representative will keep you updated on the progress of your complaint.

Step 3 - Response

You will be contacted by a member of staff from Global Automobiles with our final response and the reasons for providing this within 28 days of receiving your complaint.

We aim to resolve all complaints within the timescales outlined above. However, if a complaint is complex in nature, it may be necessary to extend the time limit. If you wish to register your complaint in writing, please address all letters to Customer Care to ensure that they are received by a member of the Customer Care team. Email sales@globalautomobiles.co.uk or write to us at Global Automobiles, Samson House, Rockfield Street, Blackburn BB2 3RG, you may require proof of postage.

9.1.2 In certain circumstances, if You are unhappy with Our final response - You may be able to refer Your complaint to the Financial Ombudsman Service or an Alternative Dispute Resolution service. Details of Your rights will be provided to You as appropriate in Your case. If You wish to refer Your complaint to the Financial Ombudsman Service, this must be done within 6 months of Our final response letter.

Financial Ombudsman Service
Exchange Tower London
E14 9SR
Telephone: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk



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10. LIMITATION OF LIABILITY

10.1 Global Automobiles will not have any liability for any of the following losses: loss of profits or revenues; loss of contract or business opportunities; loss of goodwill; loss of data, loss of income; increased costs or expenses; or any indirect, special or consequential loss or damage that may arise by reason of any breach of these Terms and Conditions or breach of any implied warranty, condition or other term, any representation or any duty of any kind imposed on Global Automobiles by operation of law, except as expressly provided in these Terms and Conditions. Nothing in this clause is intended to exclude or limit Wilson's liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation by it or its employees or any other liability that cannot be excluded or limited by law. The entire liability of Global Automobiles under or in connection with this contract shall not exceed the price of the Used Car, except as expressly provided in these Terms and Conditions.

11. STATUTORY RIGHTS

Nothing in these Terms and Conditions affects Your legal rights under the Consumer Rights Act 2015 or Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You can find out about your rights as a consumer by contacting the Citizens Advice Consumer Service on: 0808 223 1133.

12. ASSIGNMENT

12.1 The contract is personal to You and You may not without the prior written consent of Global Automobiles assign or dispose of it. Global Automobiles shall be entitled at any time to assign the contract in whole or in part.

13. FORCE MAJEURE

13.1 Global Automobiles shall not be liable for any delay in or failure to perform its obligations under these Terms and Conditions if that delay or failure is caused by circumstances beyond its control, including strikes, lockouts or other industrial disputes (whether involving the workforce of Global Automobiles or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractor, health or any other emergency.

14. ENTIRE AGREEMENT

14.1 These Purchase Terms and Conditions and the sale contract contain the entire agreement between the parties relating to the subject matter of the contract, and (in relation to that subject matter) supersedes any and all prior agreements, arrangements, statements and understandings.

17. GOVERNING LAW AND JURISDICTION

17.1 These Terms and Conditions and the sale contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Name of Customer

Signature of Customer

Date

Name of Sales Person

Signature of Sales Person

Date



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