

Terms and Conditions

These Terms and conditions represent the basis upon which Oaklands Automotive Limited Trading as Oaklands Automotive.

You agree to abide by the spirit and actuality of this agreement and to our Privacy Policy. This is a legally binding agreement between Oaklands Automotive Limited Trading as Oaklands and you whether in person or on a remote platform such as telephone, e-mail or post although not limited to such mediums.

Definitions

"We", "Us", "Our" and "Oaklands Automotive" shall refer to Oaklands Limited whose Registered Number is 06465854 and Registered Office is situated at Kenn Road, Clevedon BS21 6TH.

"You" and "Your" shall refer to you personally being the customer, prospective customer in person or representation desiring to purchase a vehicle, service or product from us. "Goods" are used vehicles supplied by us and ancillary products and services.

"Satisfactory Merchantable Quality" is defined by the condition of the goods being at a level that is deemed to be satisfactory and fit for the purpose when consideration is taken for the age and mileage of the goods. Any remedial works agreed will be detailed on the order form. This does not affect your rights under the Consumer Rights Act.

"Payment" is defined as cleared funds received on or before release of the vehicle by Debit card/Credit Card or Bank Transfer. Receipt of an outstanding balance from the appropriate funding partner or Cash subject to current cash handling legislation (Money Laundering Etc.). Therefore, cash payments over £1000.00 will be accepted solely at our discretion. Bankers Drafts and Cheques will not be accepted. Fees may be payable for acceptance of certain methods of payment to reflect charges levied by the providers of such facilities.

"Card Holder Not Present" transactions will only be accepted up to a limit of £500.00 and are for deposit purposes only. Credit Card payments will be subject to a levy of 2% being cognisant of the differential in credit card company's fees in relation to their processing costs."Places of Business" represents any place where we trade with "face to face" interaction with you and are goods are presented for sale to the public."Distance Customer", represents any form of sale conducted by us to you that does not include any face to face contact from an initial order being raised on a vehicle until the time of delivery of the goods at which point our contract is concluded. In these cases, the contract is governed by the Customer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Distance Marketing Regulations 2004 as appropriate."Specification", represents the accurate description of the Make, Model and Derivative of the Make, Model and derivative of the vehicle and any Manufacturer fitted feature of the vehicle such as, but not limited to, engine, colour, upholstery, equipment or other feature that has a material effect on the valuation of the vehicle. This specification is for indication purposes only and cannot be relied upon without written confirmation from your Sales Executive. Having said this, we endeavour to insure the accuracy of our content which is derived from our suppliers, manufacturers information and DVLA aligned with other industry guides. We cannot be held responsible for differentials between Vehicle Model Year and Registration Year.

Orders and deposits.

Your order of a vehicle from Oaklands Automotive is an offer by you to purchase and Oaklands Automotive will not accept this offer until an order form has been signed and returned to us.If you are placing an order it enables us to remove the vehicle from Retail Sale. To do this you will need to place a deposit to secure the purchase and thereby the vehicle is reserved exclusively for you

The deposit will reserve the car with the remaining balance paid within seven days unless expressly agreed by us and confirmed to you.

If you are applying to reserve the vehicle via electronic means we will contact you within 24 hours to confirm your intention to purchase plus the availability of your chosen car and collect a small deposit.

If you are reserving the vehicle subject to viewing it and fail to attend your appointment a Failed Appointment Charge will be levied and will be deducted from any deposit refunded. Our standard fee at present for this is £150.00 to cover the cost of preparation and where appropriate prioritizing the vehicle for sale.

Where the car has been viewed the deposit is only refundable at the express discretion of Oaklands Automotive. This does not affect your statutory rights. Oaklands Automotive reserves the right to withdraw a vehicle from sale at their discretion and all transactions are subject to management approval.

Payment Methods

Please note from 13/01/2018 we now have a service charge in place of £25.00 per sale
Debit Card - Accepted
Credit Card - Not Accepted
Cash - Up to a maximum of £5000 - subject to management approval
Bank Transfer - Accepted

Examination of Goods and Reliance

(a) Prior to signing the order form the Customer should examine the Goods to be purchased (if they are available for inspection) and the Customer is reminded that the condition of satisfactory quality required by law does not operate in relation to defects which such an examination ought to reveal. If the Goods are sold subject to defects that have been notified by Oaklands Automotive to the Customer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

(b) The Customer should satisfy itself as to the suitability of the Goods for its requirements and not rely upon Oaklands Automotive's skill or knowledge regarding the Goods' fitness for any particular purpose or use.

Specification/Pricing Errors

We cannot guarantee the use of the website will be error free, any details taken from third party sites are not the responsibility of Oaklands Automotive therefore please refer to your Sales Executive. Please be advised that the prices of our vehicle are checked on a daily basis and can therefore increase or decrease in line with market conditions. The price is fixed at the time of our agreement. Due to varying model specifications, the vehicle descriptions may not always accurately reflect the features of the particular vehicle in stock. Please satisfy yourself that a vehicle has a specific feature that is important to you before purchasing. Our showroom staff are very happy to assist and will confirm any specifically required feature or specification. Prices, offers and details of vehicles are subject to change without notification prior to any agreed sale.

MPG Emissions Disclaimer.

The fuel consumption and emission figures provided on our site are taken directly from the official manufacturer's tests, in accordance with EU legislation. Actual fuel consumption and emissions figures may differ from these results and are for comparative purposes only.

Delivery

Delivery of the goods to you will be undertaken at our places of business within seven days of our notification to you that the vehicle is available for collection. If this is changed for any reason both parties are responsible for communicating such amendments in a clear and timely manner.

If this period is beyond our standard 7 days from deposit the goods shall remain in our beneficial ownership until payment of cleared funds for the total amount has been received by us. The risk in the goods however shall pass to you at time of delivery.

Under Distance Contracts and in exceptional circumstances we may agree to deliver to your fixed place of residence. We may require proof of address prior to delivery and proof of address at delivery. In all instances a delivery charge will be levied which will be assessed on the number of miles between our place of business and the delivery address. This payment will attract VAT.

We will clearly endeavour to undertake delivery of your vehicle at the desired time and date in accordance with the details above. However, we will be under no liability whatsoever for any loss occasioned by delay in delivery or cancellation.

Transfer of Deposit, Notwithstanding the rights detailed in previous clauses if you fail to pay and take delivery of the goods within seven days of notification that the vehicle is available for collection then we may consider that contract has been repudiated by you. We shall then be entitled to dispose of the goods and recover from you by way of damages any loss including storage, depreciation or other costs that we may suffer. These damages may be deducted from any payment received from you but will not be limited to such.

However, in the event that you wish to transfer your deposit to an alternative vehicle this is permitted at our discretion for a period of up to ninety days from the point of repudiation in the full amount.

Part Exchange

Where we agree to accept a part exchange vehicle in part payment of goods supplied by us it will be done on subject to the conditions below. After examination of the vehicle and inspection of the associated paperwork at the time of purchase it will be delivered in the same condition and having covered no more than 250 miles extra. We reserve the right to revalue the vehicle if you fail to adhere to this requirement. Equally if the description supplied when unseen differs from when examined we reserve the right to reassess our valuation or indeed refuse to accept it all together.

The car will be subject to a final examination prior to delivery of the purchase vehicle to confirm the above.

Where the part exchange vehicle is subject to a secured finance agreement we shall be entitled to discharge such monies, due and pay these to the appropriate company. You are required to disclose the existence of such agreements and whilst we undertake inquiries using industry recognised tools you will remain liable in all respects for such agreements until discharged by you or suitable adjustment made against the part exchange valuation.

Where the Goods have a personalised or cherished number plate, unless stated on the face of the order, the Customer shall not be entitled to assume that such number plate is available with the Goods. The Customer and Oaklands Automotive will provide all reasonable assistance to each other to facilitate transfer of the registration.

If such vehicle is delivered to us without the agreed documentation, spare keys etc. we are entitled to request security for their delivery within 7 days of the agreement. Failure to supply these items within the agreed period will result in the forfeiture of such security.

Notices and Complaints

To serve notice on us to invoke your rights including the return of a vehicle, make a complaint or any other formal correspondence this needs to be put in writing and delivered to our registered office address as detailed above or e-mailed to: - customerservice@oaklandsautomotive.co.uk Please provide all the relevant information along with the vehicle details and your particulars for return. We will endeavour to acknowledge your issue/concern as quickly as possible usually before the close of business on the next working day. Our Customer Services are open Monday - Friday 9am - 5pm

We will respond within 5 working days to acknowledge receipt and where applicable our intentions for resolution.In our final response, we will indicate whether, in our opinion, your issue is suitable to be referred to either an Alternative Dispute Resolution Service or the Financial Ombudsman Service.

Repairs/Warranty

The Customer should contact Oaklands Automotive as soon as he or she becomes aware of a problem with the Goods. A delay in reporting a problem may lead to unnecessary damage being caused to the Goods and the item no longer being covered under our warranty

Inspection of the fault: where the Customer believes the Goods to be faulty they should be returned to Oaklands Automotive's premises where the Goods were purchased, as soon as possible for Oaklands Automotive to inspect.

All repairs must be carried out by Oaklands Automotive or at Oaklands Automotive's descretion at its authorised 3rd party repairer.

Written authorisation for any repair must be sought from management prior to any diagnostics or repair work carried out.

Failure to adhere to this process will result in the repair not being authorised.

Maximum labour rate of £40 per hour plus VAT.

These terms do not detract from your rights under any current and appropriate legislation. Oaklands Automotive Limited is authorised and regulated by the Financial Conduct Authority under Registration Number 718567. Any dispute will be governed by English Law and the jurisdiction of the courts of England and Wales