

TERMS AND CONDITIONS OF USE

1. Introduction

- 1.1. These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Alfie Hill trading as ALFA Motors (we or us or ALFA Motors or Service Provider), the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.
- 1.2. In these terms and conditions, "User" or "Users" means any third party that accesses the Website and is not either (i) employed by ALFA Motors and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to ALFA Motors and accessing the Website in connection with the provision of such services.
- 1.3. This Website is intended for use by individuals aged 16 and over who are capable of entering into legally binding agreements relating to vehicle servicing, maintenance, or purchase enquiries. By using this Website, you represent that you are of sufficient age and capacity to enter into such agreements. If you are using the Website on behalf of a business or organisation, you confirm that you have the authority to bind that entity to these terms and conditions.

2. Intellectual Property and Acceptable Use

- 2.1. All content included on this Website, unless uploaded by Users, is the property of ALFA Motors, our affiliates, or other relevant third parties. "Content" includes, without limitation, text, graphics, images, audio, video, software, data compilations, page layout, underlying code, and any other material that can be stored on a computer and appears on or forms part of this Website. By continuing to use this Website, you acknowledge that such Content is protected by copyright, trademarks, database rights, and other intellectual property laws. Nothing on this Website shall be interpreted as granting, by implication or otherwise, any licence or right to use any trademark, logo, or service mark displayed on the site without the prior written permission of the respective owner.
- 2.2. Where Users upload content to this Website, including but not limited to text, images, or other materials, they retain ownership of that content and all associated intellectual property rights.
- 2.3. By submitting or uploading content, Users grant ALFA Motors a worldwide, non-exclusive, royalty-free licence to use, store, reproduce, display, and distribute such content as necessary for the operation, promotion, and maintenance of this Website and the services offered through it.
- 2.4. Users confirm that any content they upload does not infringe the rights of any third party, is lawful, and is not defamatory, obscene, or otherwise inappropriate. ALFA Motors reserves the right to remove any user-uploaded content that it reasonably believes breaches these terms or is otherwise unsuitable for display on the Website.
- 2.5. You may, for your own personal, and non-commercial use only, retrieve, display, and view the Content on a device.
- 2.6. You must not otherwise reproduce, modify, copy, distribute, or use for commercial purposes any Content without the written permission of ALFA Motors.

3. Prohibited Use

- 3.1. You may not use the Website for any of the following purposes:
- a. In any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - b. In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. Making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner;
 - d. Attempting to gain unauthorised access to the Website, its servers, or any connected systems;
 - e. Engaging in data mining, scraping, or any other automated data collection activities without prior written consent;
 - f. Using the Website to transmit or send unsolicited commercial communications (spam).

4. Links to Other Websites

- 4.1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of ALFA Motors or that of our affiliates.
- 4.2. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 4.3. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

5. Privacy Policy and Cookies Policy

- 5.1. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference.
 - a. The **Privacy Policy** can be viewed at: <https://alfamotors.co.uk/documents/PrivacyPolicy.pdf>
 - b. The **Cookie Policy** can be viewed at: <https://alfamotors.co.uk/documents/CookiePolicy.pdf>

6. Availability of the Website and Disclaimers

- 6.1. Any online facilities, tools, services, or information that ALFA Motors makes available through the Website (the "Service") are provided "as is" and on an "as available" basis. We make no warranty that the Service will be free of defects or faults. To the maximum extent permitted by law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, or satisfactory quality. ALFA Motors is under no obligation to update information on the Website.
- 6.2. Whilst ALFA Motors uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guaranty in that regard, and all Users take responsibility for their own security, that of their personal details, and their computers.

- 6.3. The Website may be hosted, maintained, or supported by a third-party service provider. Whilst ALFA Motors takes reasonable care in selecting and managing such providers, we make no guarantee of uninterrupted access and accept no liability for any interruption, disruption, or technical issue arising from the actions, systems, or availability of third-party providers. Neither ALFA Motors nor its hosting or maintenance provider shall be liable for any loss, damage, or inconvenience resulting from any temporary or permanent unavailability of the Website, whether due to technical faults, maintenance, or circumstances beyond reasonable control.
- 6.4. ALFA Motors accepts no liability for any disruption or non-availability of the Website.
- 6.5. ALFA Motors reserves the right to alter, suspend, or discontinue any part (or the whole) of the Website, including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

7. Limitation of Liability

- 7.1. Nothing in these terms and conditions will:
- a. Limit or exclude our or your liability for death or personal injury resulting from negligence;
 - b. Limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
 - c. Limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 7.2. ALFA Motors will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 7.3. To the maximum extent permitted by law, ALFA Motors accepts no liability for any of the following:
- a. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities;
 - b. Loss or corruption of any data, database, or software;
 - c. Any special, indirect, or consequential loss or damage;
 - d. Any interruption, unavailability, or technical issue affecting the Website arising from the actions, systems, or availability of third-party hosting or maintenance providers.

8. General

- 8.1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 8.2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then-current version.
- 8.3. These terms and conditions, together with the Privacy Policy and Cookies Policy, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements, or agreements that might have taken place in relation to the terms and conditions.
- 8.4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions, and no third party will have any right to enforce or rely on any provision of these terms and conditions.

- 8.5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 8.6. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 8.7. This Agreement shall be governed by and interpreted according to the law of England and Wales, and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

9. ALFA Motors Details

- 9.1. Alfie Hill trading as ALFA Motors operates the website <https://alfamotors.co.uk>.
- 9.2. You can contact ALFA Motors by email at alfamotors7@outlook.com or by post at: **Marfield Barn, Leyburn Road, Masham, Ripon, HG4 4ER.**
- 9.3. This Website may be hosted and maintained by a third-party service provider. Any enquiries relating to data processing or website functionality should be directed in the first instance to ALFA Motors at the above contact details. Neither ALFA Motors nor its hosting provider accepts liability for any interruptions, disruptions, or technical issues arising from the hosting or maintenance of the Website.