

General Terms & Conditions

1. Introduction

Please read these terms of sale carefully. You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

2. Interpretation

In these terms of sale, "we" means BRM Car Sales Scunthorpe Ltd (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

3. Order Process

The advertising of products on our website constitutes an "invitation to treat", and your order for products constitutes a contractual offer. No contract will come into force between you and us until we accept your order in accordance with the procedure detailed below.

To enter into a contract to purchase products from us, you will need to take the following steps:

You must contact us by telephone, email, or our online enquiry form with the details of the vehicle you wish to purchase.

We will confirm the vehicle details with you and take a deposit by debit or bank transfer to reserve that vehicle.

We will send you an initial acknowledgement.

Once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order becomes a binding contract) or confirm by email that we are unable to meet your order.

We will not file a copy of these terms of sale specifically for your order. We may update the version of these terms of sale on the website from time to time, and we recommend that you download, print, and retain a copy for your records.

The only language in which we provide these terms of sale is English.

4. The Products

The products we sell are used vehicles as advertised on our website. While we make every effort to ensure that all details provided are accurate, errors or omissions in the description or specifications may occur. It is the responsibility of the customer to verify all critical information regarding the vehicle with us prior to purchase.

5. Price and Payment

Prices for products are quoted on our website. Due to the large number of products on the site, it is possible that some prices may be incorrect. We will verify prices as part of our sale procedures, and the correct price will be confirmed when you place an order. Should a pricing error occur, we will ask if you wish to proceed at the correct price or cancel your order and receive a refund.

Payment must be made in full before the release of the product to you. We may withhold products or cancel the contract if the payment is not received in full and in cleared funds.

Prices on the website include all value-added taxes (where applicable).

Payment for all products must be made by cleared funds via bank transfer, debit card, or using our approved finance providers.

6. Your Warranties

You warrant to us that:

You are legally capable of entering into binding contracts and have full authority, power, and capacity to agree to these terms of sale.

The information provided in your order is accurate and complete.

You are a resident in the United Kingdom.

You are at least 18 years of age.

7. Accuracy of Vehicle Information

We make every effort to ensure that the details provided in our advertisements are accurate and correct to the best of our knowledge. However, errors may occur, and information on our website or in our adverts may contain inaccuracies or omissions (e.g., mileage, specifications, or features). We encourage all customers to verify key details, including specifications and history, with our sales team before making a purchase. If an error is identified after a purchase, we will work with you to rectify any issues in line with your statutory rights.

8. MPG and EV Range Figures

Manufacturer-quoted fuel consumption (MPG) and electric vehicle (EV) range figures are based on standardised laboratory tests. These figures are provided for comparative purposes but may not reflect actual driving conditions. Factors such as driving style, vehicle load, road conditions, and weather can significantly affect real-world performance. For more accurate information on a specific vehicle's likely performance, please contact our sales team.

9. Vehicle History and Multi-User Vehicles

Some of our vehicles may have been used for multiple purposes, including business leases, company cars. These vehicles may have had multiple previous owners. We provide information about the vehicle's history to the best of our ability, and this will be disclosed at the point of sale. If you have specific concerns about a vehicle's prior use, please ask us for clarification before completing your purchase.

10. Limitations and Exclusions of Liability

Nothing in these terms of sale will:

Limit or exclude liability for death or personal injury resulting from negligence.

Limit or exclude liability for fraud or fraudulent misrepresentation.

Limit or exclude any liability under Sections 12, 13, 14, or 15 of the Sale of Goods Act 1979 or Part I of the Consumer Protection Act 1987.

Limit any liability that cannot be excluded under applicable law.

We will not be liable for losses arising from events beyond our reasonable control or for any business losses, such as loss of profits, revenue, or goodwill.

11. General Terms

We will treat your personal information in accordance with our privacy policy. Contracts under these terms may only be varied by written agreement signed by both parties. If any provision of these terms is found invalid or unenforceable by a court, the remaining provisions will continue in effect.

Contracts under these terms are for the benefit of the parties involved and are not intended to benefit, or be enforceable by, any third party.

If we fail to enforce any of these terms, it will not be considered a waiver of any other rights. A waiver of any part of these terms must be made in writing and signed by us.

You may not assign, charge, subcontract, or transfer any of your rights or obligations under these terms without prior written consent. We may transfer our rights and obligations under these terms without your consent, provided this does not adversely affect your rights.

12. Governing Law and Jurisdiction

These terms will be governed by and construed in accordance with English law, and any disputes relating to these terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Vehicle Supply

Most of our vehicles are sourced directly from customers or part-exchanged at other dealerships. If you require specific information about a vehicle's history, please contact us before purchase.

14. About Us

Our full name is BRM Car Sales Scunthorpe Ltd. Our registered office and principal trading address is Burringham Road, Scunthorpe, United Kingdom, DN17 2AA

Company registration number: 15883955

VAT number: 496 4180 57

FCA number: 1040647

Contact email: brmcars@gmail.com

Phone number: 01724 276664