

NCAP Sales Ltd T/A Cunningham Autopoint and BYD Galway – Terms and Conditions of Use of Website

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website www.auto-point.ie ("Our Site").

WHO WE ARE AND HOW TO CONTACT US

Our Site is operated on behalf of NCAP Sales Limited, trading as Cunningham Autopoint and / or BYD Galway ("We").

We are registered in Ireland under company number 531751 and have our registered office at Carnmore, Oranmore, Galway, H91 V63P, Ireland.

To contact us, please make an enquiry on our website or alternatively email info@auto-point.ie or by phone on 091 383000.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using Our Site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use Our Site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of Our Site:

Our Privacy Policy:

Available on (website) which sets out the terms on which we process any data we collect from you, or that you provide to us. By using Our Site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookie Policy, which sets out information about the cookies on Our Site.

If you purchase services from Our Site, our terms and conditions of supply will apply to the sale of any such services.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Please check these terms to ensure you understand the terms which apply at that time.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change Our Site from time to time to reflect changes to our products and services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge.

We do not guarantee that Our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Our Site for your personal use and you may draw the attention of others within your organisation to content posted on Our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our Site must always be acknowledged.

You must not use any part of the content on Our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of Our Site in breach of these terms of use, your right to use Our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

INFORMATION ON THIS SITE

The content on Our Site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on Our Site, we make no representations, warranties or guarantees, whether express or implied that the content on Our Site is accurate, complete or up-to-date.

OUR PRODUCTS

The images of the products on Our Site are for illustrative purposes only. Although we have made every effort to display the colour of vehicles accurately, we cannot guarantee that your computer's display of colours accurately reflect the colour of the vehicles. The products displayed on Our Site and their specification may vary slightly from what is available on our premises.

SUBSCRIPTION SERVICES

Some new/used vehicle models may offer subscription-based services (eg: connected car features, infotainment services, or driver-assist functionalities) provided directly by the manufacturer or third parties. We do not manage, control, or assume liability for these services, including costs, ongoing subscriptions, or service availability. It is the customer's responsibility to review and manage any subscription services activated upon vehicle purchase. For specific terms, please refer to the vehicle manufacturer's policy.

PRICING

Our Site contains a large number of products. It is always possible that, despite our best efforts, some of the products on Our Site may be incorrectly priced. If we discover an error in the price of the product you have made an offer for or enquired about we will make reasonable efforts to contact you to inform you of this error. We will not process your offer until we have your instructions. If we are unable to contact you using the contact details you provided during the offer process, we will treat the offer as cancelled and notify you in writing.

RIGHTS AND OBLIGATIONS

We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these terms of use.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

WE ARE NOT RESPONSIBLE FOR VIRUSES

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on Our Site do not represent our views or values.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We exclude all implied conditions, warranties, representations or other terms which may apply to Our Site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, Our Site; or

use of or reliance on any content displayed on Our Site.

In particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation; or

any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site or to your downloading of any content on it, or on any website linked to it.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to Our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of Our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on Our Site other than that set out above, please contact info@auto-point.ie

JURISDICTION

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Irish law. You, as a user of our website, and NCAP Sales Limited agree to the exclusive jurisdiction of the courts of Ireland.