

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 ALFA Prestige LTD (we or us or ALFA Prestige 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 Prestige and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to ALFA Prestige 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. Individuals under the age of 16 may only use this Website with the involvement and consent of a parent or legal guardian.
- 1.4. To purchase any product or service through this Website, you must be aged 18 or over and capable of entering into legally binding agreements relating to vehicle sourcing consultations, advisory services, and related enquiries. If you are aged 16 or 17, a parent or legal guardian must enter into the contract with us on your behalf and will be responsible for its performance. By purchasing a product or service, you represent that you meet these requirements, or that a parent or legal guardian has done so on your behalf. 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 Prestige, 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 Prestige a worldwide, non-exclusive, royalty-free licence to use, store, reproduce, display, and distribute such content as necessary to operate and maintain this Website and to deliver the services offered through it. We will not use content you upload for marketing, promotional, or testimonial purposes without your separate consent.
- 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 Prestige 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 Prestige.

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 third-party websites, platforms, or services, including online booking, payment, and social media platforms. Unless expressly stated, these websites and services are not under the control of ALFA Prestige or our affiliates.
- 4.2. We assume no responsibility for the content, availability, policies, or practices of any third-party websites or services and disclaim liability for any loss or damage arising from their use. Any bookings, payments, or interactions made through third-party platforms are subject to the terms and conditions and privacy policies of those providers.
- 4.3. The inclusion of a link to another website or service on this Website does not imply any endorsement of that website, service, or those operating it.

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://alfaprestige.co.uk/documents/PrivacyPolicy.pdf>
 - b. The **Cookie Policy** can be viewed at: <https://alfaprestige.co.uk/documents/CookiePolicy.pdf>

6. Customer Portal and Accounts

- 6.1. Certain features of the Website, including our customer portal, require you to register for an account. You do not need to register an account simply to browse the Website; an account is created for you when you first purchase a product or service through the Website.
- 6.2. Account registration and sign-in is handled by Auth0, our third-party identity and authentication provider. When you sign in, you will be redirected to Auth0's own hosted sign-in page; neither Auth0 nor ALFA Prestige sees or stores your password on our systems.

- 6.3. You are responsible for maintaining the confidentiality of your account credentials and for all activity that takes place under your account. You must notify us immediately if you become aware of any unauthorised use of your account.
- 6.4. We may suspend or terminate your account, or restrict your access to the customer portal, if we reasonably believe that you have breached these terms and conditions, provided false or misleading information, or engaged in fraudulent or unlawful activity.
- 6.5. You may close your account at any time by contacting us using the details set out below. Closing your account will not affect any orders you have already placed or any rights or obligations that have already arisen between us.

7. Products and Services

- 7.1. ALFA Prestige offers a range of vehicle sourcing and advisory products and services through the customer portal.
- 7.2. Where you purchase a specific product or service, that product or service will be subject to additional terms and conditions specific to it ("Product Terms"), which will be made available to you before you complete your purchase.
- 7.3. The Product Terms for Premium Sourcing can be viewed at:
<https://alfaprestige.co.uk/documents/PremiumSourcingTerms.pdf>
- 7.4. The Product Terms for the Expert Vehicle Review can be viewed at:
<https://alfaprestige.co.uk/documents/ExpertVehicleReviewTerms.pdf>
- 7.5. The Product Terms for Signature Selection can be viewed at:
<https://alfaprestige.co.uk/documents/SignatureSelectionTerms.pdf>
- 7.6. The Product Terms form part of the agreement between you and ALFA Prestige in relation to that product or service and are incorporated into these terms and conditions by this reference. In the event of any conflict between these terms and conditions and the Product Terms, the Product Terms shall take precedence in relation to that product or service.
- 7.7. The Product Terms for a particular product or service will include, among other things, pricing and payment terms, expected delivery or turnaround times, and our cancellation and refund policy for that product or service.
- 7.8. If you are a consumer (rather than a business) purchasing a product or service from us, you may have a statutory right to cancel your order within 14 days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Details of how this right applies to a particular product or service, including any request you may make for us to begin performance before the cancellation period ends, are set out in the applicable Product Terms.

8. Payments

- 8.1. Payments for products and services purchased through the Website are processed by Stripe, our third-party payment processor. We do not receive or store your full card details on our systems; these are handled directly by Stripe in accordance with its own terms of service and privacy policy.
- 8.2. By making a payment through the Website, you also agree to be bound by Stripe's applicable terms of service, available at <https://stripe.com/gb/legal>.
- 8.3. Prices for our products and services are set out in the applicable Product Terms and are payable in advance unless otherwise stated. We reserve the right to change our prices at any time, but any change will not affect an order you have already placed.

9. Availability of the Website and Disclaimers

- 9.1. This section concerns the general availability of the Website and any free or general content, tools, or information made available on it (the “Service”), and does not affect our obligation to provide any paid product or service purchased through the Website with reasonable care and skill. The Service is 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 in respect of the Service. ALFA Prestige is under no obligation to update information on the Website.
- 9.2. Whilst ALFA Prestige uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guarantee in that regard, and all Users take responsibility for their own security, that of their personal details, and their computers.
- 9.3. The Website may be hosted, maintained, or supported by a third-party service provider. Whilst ALFA Prestige 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, whether due to technical faults, maintenance, or circumstances beyond reasonable control.
- 9.4. ALFA Prestige 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.
- 9.5. Nothing in this section limits our obligation to provide paid products and services purchased through the Website with reasonable care and skill in accordance with the Consumer Rights Act 2015, or any other statutory rights available to consumers.

10. Limitation of Liability

- 10.1. 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.
- 10.2. ALFA Prestige will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 10.3. To the maximum extent permitted by law, ALFA Prestige 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.

11. Complaints

- 11.1. If you have a complaint about our products, services, or this Website, please contact us in the first instance at alfiehill@alfaprestige.co.uk, providing full details of your complaint. We aim to acknowledge complaints within 5 working days and to work with you in good faith to resolve the matter within a reasonable period.

12. General

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. This Agreement shall be governed by and interpreted according to the law of England and Wales. Subject to your rights as a consumer, any disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. If you are a consumer resident elsewhere in the United Kingdom, mandatory local consumer protection law may entitle you to bring proceedings in the courts of your own place of residence, and nothing in this Agreement removes that right.

13. ALFA Prestige Details

- 13.1. ALFA Prestige LTD operates the website <https://alfaprestige.co.uk>. ALFA Prestige LTD is a company registered in England and Wales under company number 17470174, whose registered office is at 29 Ascough Wynd, Aiskew, Bedale, England, DL8 1AT.
- 13.2. You can contact ALFA Prestige by email at alfiehill@alfaprestige.co.uk or through our official social media channels and contact forms provided on this Website.
- 13.3. Any enquiries relating to data processing or website functionality should be directed in the first instance to ALFA Prestige at the above contact details.