

These terms and conditions apply to the use of the United Kingdom website of Nice New Car Ltd and by accessing this website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this website.

Definitions

"Conditions" means these terms and conditions and the "Special Conditions"; "Online Sales" means sales conducted through the Website; "Product" means a product displayed for sale on the Website; "Product Description" means that part of the Website where certain terms and conditions in respect of the individual Product are provided; "Special Conditions" means the terms and conditions in the Product Description; "Users" means the users of the Website collectively; "User Information" means the details provided by you to us; "We/us" means Nice New Car Ltd "Website" means the website located at www.nicenewcar.co.uk or any subsequent URL which may replace it or any of our sub-sites (list available on request); "United Kingdom" means England, Wales, Scotland and Northern Ireland and "You" means a user of the Website.

Use of the website

Access

We will provide you with access to the Website and the Online Sales in accordance with the Conditions.

Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your information.

Use of the website

We reserve the right to:

Modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Purchase of products

Orders

All orders are subject to acceptance in accordance with our Order Acceptance Policy and availability. If the Product you have ordered is not available from stock the item will be sent to you in due course once re-stocks have arrived with Us, or sent direct from one of our suppliers to you. We will not contact you before hand to inform you of stock levels, where the item is coming from, nor who it will come from (unless requested by You). We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

Each Product purchased, be it new or used, is sold subject to its Product Description which sets out additional specific terms and conditions related to that Product including, without limitation terms and conditions concerning estimated delivery times and warranty.

All details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was inputted. Although we aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Order Acceptance Policy.

Payment

Description

All prices are inclusive of VAT at the current rates and are correct at the time of entering information. The total cost of your order is the price of the Products ordered plus Shipping Charges. You will receive an electronic confirmation of our receipt of your order via e-mail. Payment can be made by any of the specified Payment Methods. Payment will be debited and cleared from your account before the despatch of your Product. You confirm that the credit/debit card that is being used is yours.

All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

Refusal

We reserve the right to withdraw any Products from the Website at any time and/or remove, screen or edit any materials or content on the Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time in our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from the Website whether or not that Product has been sold; removing, screening or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun. The eligibility to purchase Products on the Website is limited to those parties who satisfy our Eligibility Criteria. By making an offer to buy a Product, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your credit-card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

Cancellation

A consumer buyer shall have the right to cancel any contract for goods made in accordance with these Terms and Conditions within 7 working days of delivery of the goods by giving written notice to the Company at Southcot, Swineherd Lane, Kirkbymoorside, York, YO62 6LR. Special order goods may be subject to a surcharge. If written notice is received at this address the consumer buyer shall become liable to return the goods to the Company forthwith, to such address as directed by the Company in their original packaging (and without having been installed or used and with all relevant seals and enclosures intact) and at the consumer buyer's sole expense. If the consumer buyer fails to return the goods within 7 days of the cancellation of the contract, the Company shall be entitled to collect the goods from the consumer buyer and to recover any costs involved in such collection from the consumer buyer. The Company shall then effect a refund of any monies owing to the customer buyer in respect of the goods within 30 days from the date of cancellation of the contract. Such a refund will be subject to any set off of monies to which the company is entitled. Goods delivered to the buyer (including a trade buyer) may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and closures intact) for credit within 7 days of receipt by the buyer, subject to a restocking charge of not less than 10% of the value of the order. Special order goods may be subject to a surcharge.

General

Intellectual Property And Right To Use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Compliance

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

Limitation Of Liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy.

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products.

This does not affect your statutory rights as a consumer.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for: any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses; in any case whether or not such losses were within the contemplation of the parties at the date of the Conditions, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions. Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not effect the validity and enforceability of any of the remaining provisions of the Conditions.

Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire Agreement

We intend that these Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what Funky Product (and sub-sites) and you the customer is expected to do.

You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of the Conditions and you agree that, save as set out below, you shall have no remedy in respect of any misrepresentation.

Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

Law

The Conditions shall be governed by and construed in accordance with the UK law and you irrevocably submit to the exclusive jurisdiction of the UK courts.

Contact Nice New Car Ltd

At Nice New Car Ltd we are committed to communicating with the most important people in our business, our customers. If you have any questions, please contact us on 01751 432198 or by email at customerservices@nicenewcar.co.uk and let us know if you are not completely satisfied.

If you consider that an issue has not been resolved to your satisfaction we would encourage you to let us know. In the first instance this should be raised through contacting us by sending an email to the address given above.

Terms and Conditions for the Supply of Bodykits

Body kit installation should only be performed by a qualified professional with experience installing custom fibreglass body kits. Some body kits may require modification for proper fitment. Sanding, filling, and other pre-painting preparation may also be necessary. Be sure to pre-fit all body kits before painting.

Some body kits are intended for off-road/show/race use only and may require altering or removing factory bumper reinforcements. The buyer fully understands the risks associated with such modifications and will not hold Nice New Car Ltd responsible for any damages resulting from the use of these products.

Nice New Car Ltd DOES NOT guarantee delivery times and cannot be held liable for any costs incurred for storage of a vehicle at a body shop, or for any delay in the delivery. Please do not put your car in a body shop until you receive your body kit. Bodykit parts can take longer than 28 days for delivery.

In ordering a bodykit from Nice New Car Ltd, you are agreeing to the above terms and conditions.