Terms and Conditions for the Sale of New or Used Vehicles

Nothing contained in these Terms and Conditions will affect or restrict the statutory rights of a consumer under the Consumer Rights Act 2015

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms unless the context requires otherwise:

a) 'Vehicle' means the motor vehicle and any parts, accessories and extras detailed in the Order (subject to clauses 5.4 and 5.5)

b) 'Part Exchange Vehicle' means the used vehicle (if any) offered by the Consumer in part exchange for the Vehicle, details of which appear on the Order under the heading 'Part Exchange Vehicle' or similar

c) 'Order' means the order set out overleaf for the purchase of the Vehicle

d) 'Accessory' means a extra or accessory detailed in the Order

f) 'Consumer' means the person, firm or company placing the Order.

g) 'CRA 2015' means The Consumer Rights Act 2015

h) 'Contract' means the contract 'or the sale and purchase of the Vehicle(s) Purchase Price' means the price for the Vehicle (including where applicable, accessories, road fund licence, delivery, warranty, insurance, fuel, car tax and value added tax) current at the date of the Order

i) 'Allowance' means the amount specified on the Order as allowed by the Trader against a Part Exchange Vehicle

j) 'Manufacturer' means the manufacturer of the Vehicle

k) 'Estimated Delivery Date' means the estimated delivery date (if any) specified on the Order

l) 'Encumbrance' includes (without limitation any interest or equity of any person, any mortgage, pledge, lien, assignment, hypothecation, security interest, title retention of any other security obligation or any agreement or obligation to create any of the foregoing

m) 'Completion' means the completion of the transaction, comprising the Trader's delivery of the Vehicle, and the Consumer delivering the Part Exchange Vehicle in accordance with clauses 9.3 and 9.5

n) 'Sales information' means the sale information provided by the Trader and not the manufacturer

1.2 Headings are for convenience only and do not affect the construction of the Contract: the masculine shall include all genders and the singular shall include the plural; any reference to statutory provisions is a reference to such statutory provisions as amended or re-enacted from time to time

1.3 These terms together with the terms set out on the Order are the only terms of the Contract. No variation to the Contract is effective unless agreed in writing by an authorised representative of the Trader

2. FORMATION OF CONTRACT

2.1 The Order is the Consumer's offer to purchase the Vehicle upon these terms. The Contract is formed upon the Trader accepting that offer by signing and dating the Order

2.2 The Contract is personal to the Consumer, who shall not assign the benefit of the Contract without the prior written consent of an authorised representative of the Trader

2.3 The Sales information provided by the Trader will form part of the Contract but not otherwise

3. CANCELLATION AND DEPOSITS

3.1 Unless entitled to do so under clause 4.5, clause 5.3 or clause 14, the Consumer may not cancel the Contract without the prior written agreement of an authorised representative of the Trader. If the Consumer seeks to cancel the Contract in any other manner, the Trader may retain any deposit paid (without prejudice to its other rights and remedies). If the Consumer cancels under clauses 4.5, 5.3 or 14 the Trader shall return to the Consumer any deposit paid and thereafter shall have no further liability to the Consumer under the Contract

4. DELIVERY

4.1 Unless otherwise specifically agreed in writing 'delivery' means the Trader's making the Vehicle available at the Trader's premises for collection by the Consumer. Risk in the Vehicle shall pass on delivery

4.2 The Estimated Delivery Date is an estimate only. Time of delivery is not of the essence of the Contract. The Trader shall endeavour to deliver the Vehicle by the Estimated Delivery Date but shall not be liable for any loss, damage or delay occasioned by failure to deliver on the Estimated Delivery Date

4.3 As soon as the Vehicle is ready for collection, the Trader shall inform the Consumer who shall then have seven days in which to pay the Purchase Price (less the Allowance, if any) and take delivery of the Vehicle

4.4 The Consumer shall not be entitled to take delivery of the Vehicle unless the Purchase Price has been paid in full, and if he fails to pay, the Trader shall be entitled to treat the Contract as repudiated by the Consumer. Until the Contract is so terminated the Trader may, at its option, either store the Vehicle itself or have it stored by third parties on such terms as the Trader in its absolute discretion thinks fit. The cost of storage and any additional transportation will be added to and form part of the Purchase Price. If the Trader treats the Contract as repudiated by the Consumer, the Trader may (without prejudice to its other rights and remedies under the Contract) retain any deposit paid by the Consumer and sell the Vehicle and retain the proceeds of the sale.

4.5 If the Trader fails to deliver the Vehicle within thirty days after the Estimated Delivery Date the Consumer may give seven days' notice to the Trader requiring delivery. Failing such delivery the Consumer may cancel the Contract. If the Vehicle is a new vehicle, the Trader may at any time cancel the Contract if the Manufacturer ceases to make that type of vehicle.

4.6 Alternatively, if the Trader fails to deliver the vehicle within a reasonable time after delivery of the vehicle from the manufacturer the rights of the Consumer are not effected under the CRA 2015

5. PRICE AND PRICE VARIATION

5.1 The Trader reserves the right to vary the Purchase Price by any amount attributable to a variation in the cost or rate of road fund licence, car tax or value added tax between the date of the Order and the date of delivery and the Consumer shall be bound to pay the price as so varied

5.2 If before the date of delivery a change occurs in the Manufacturer's (or relevant concessionaire's) price for the Vehicle or any Accessory, the Trader shall notify the Consumer:

a) if a price increase, of the amount of any such increase the Trader intends to pass on to the Consumer by increasing the Purchase Price; or

b) if a price reduction, the amount by which the Trader intends to reduce the Purchase Price (or that no reduction is intended).

5.3 The Consumer may cancel the Contract:

a) within fourteen days after the date of a notice under clause 5.2(a), or

b) within fourteen days after the date of a notice under clause 5.2 (b) if the amount by which the Trader intends to reduce the Purchase Price, as stated in such notice, is less than the amount of the reduction in the recommended price

5.4 If the Trader is unable to supply any Accessory (of whatever nature) the Trader may at its option either:

a) substitute a reasonable equivalent; or

b) delete the Accessory from the Order and reduce the Purchase Price by an amount equal to the price of the Accessory in question.

5.5 The Trader's inability to supply any Accessory shall not constitute a breach of contract nor entitle the Consumer to repudiate the Contract or reject the Vehicle save that the Consumer's rights to seek repeat performance from the Trader and to seek a price reduction under the CRA 2015 are not affected by this provision in the contract

6 METHOD OF PAYMENT

6.1 Unless otherwise agreed by the Trader (and in all cases other than a sale via a finance company pursuant to clause 8) the Consumer shall pay the Purchase Price in cash. Credit card payments are not acceptable unless specifically agreed in writing signed by an authorised representative of the Trader

6.2 The Trader accepts payment by cheque only if the Trader receives the cheque at least seven clear banking days before the date on which delivery of the Vehicle is intended to take place. Payment shall not be deemed to have been made until cleared funds are received at the Trader's bank

6.3 An agreement to accept payment on credit terms shall be effective only if in writing signed by an authorised representative of the Trader. Any agreed credit period shall commence from date of delivery of a Vehicle and unless otherwise specified shall be seven days

6.4 The Trader reserves the right at any time prior to payment to request banker's or any other references as to the Consumer's financial status. Failing receipt of satisfactory references the Trader may withdraw any agreement to receive payment otherwise than in cash or on delivery

6.5 Interest will be charged to the Consumer on all amounts remaining outstanding and unpaid after the due date for payment and on all sums due by way of damages for breach of the Contract at the rate of 2% per annum above the base rate of Lloyds Bank plc from time to time in force and shall be established and accrue on a day to day basis for the date on which payment is due until payment in full has been received by the Trader (whether made before or after judgement has been obtained). If no specific date for payment is set out in the Contract and credit terms have not been agreed the due date for payment shall be deemed to be the earlier of:

i) the date of delivery of the Vehicle and

ii) the date which is seven days after notice from the Trader to the Consumer that the Vehicle is ready for collection

6.6 The Trader may at any time in its absolute discretion appropriate any payment received from the Consumer it receives to such outstanding debt as the Trader thinks fit, notwithstanding any purported appropriation to the contrary by the Consumer

6.7 Any sums paid to the Consumer by the Trader by way of refund or otherwise under the exercise of any rights under the CRA 2015 shall be repaid to the Consumer without undue delay and in any event no later than 14 days from the day that the Trader agrees that the Consumer is entitled to such refund

6.8 Any such payment as provided for clause 6.7 above shall be made by the Trader using the same means of payment used by the Consumer unless the Consumer expressly agrees otherwise without the imposition of a fee.

7. TITLE

7.1 Notwithstanding delivery until the Trader has received from the Consumer payment of all sums (whether by way of Purchase Price or otherwise e.g. any part exchange goods have been delivered and Trader satisfied as to the title and description) payable to the Trader carried out inspection and viewing and adopted the Vehicle, takes delivery or otherwise acquires physical possession of the Goods, whether under the Contract or any other contract, both beneficial and legal title to the Vehicle remain in the Trader

7.2 Whilst title in the Vehicle remains in the Trader the Consumer -

a) shall be in possession of the Vehicle as bailee of the Trader and entitled to use the Vehicle (and/or) includes use in the ordinary course of the Consumer's business, as notified to the Trader at time of Order (or letting out vehicles on hire terms) until the occurrence of the first of the events or dates specified in clause

b) shall keep the Vehicle safe and in good condition and insure it for its full replacement value against all usual risks and shall forthwith upon receipt account to the Consumer for any proceeds of such insurance, without deduction

c) shall not without the Trader's prior written consent use the Vehicle for self drive hire, hackney carriage or taxi work, racing or off-road, but the Trader shall be deemed to have given consent to self drive hire where the Contract is on credit terms under clause 6.3 and the Trader had actual notice at the time of receiving the Order that the Consumer intended to let the Vehicle out on self-drive hire in the ordinary course of its business;

d) shall not create any Encumbrance over the Vehicle nor do anything inconsistent with the Trader's title to the Vehicle;

e) irrevocably authorises the Trader's representatives to enter any premises at which the Vehicle is situated for the purposes of inspecting the Vehicle and identifying it as the Trader's property

7.3 The Consumer's power of possession and use of the Vehicle shall terminate

a) on the date on which notice is given by the Trader under clause 7.4; and/or

b) if any of the following happens to the Consumer:

i) being an individual, he is or ability to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or a petition is presented or order made for his bankruptcy or an interim order is made or, in Scotland, he is declared a bankrupt;

ii) being a company, it is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or a petition is presented or a resolution proposed or passed for its winding up or dissolution or an application or order is made for the appointment of a liquidator or administrator or an encumbrancer takes possession of or a receiver is appointed over all or any part of its assets or undertaking;

iii) a distress, execution or other process is levied on his undertaking or any part of his assets and is not discharged within 7 days;

iv) he seeks a meeting of or proposes or makes any arrangement or composition with all or any part of his creditors;

v) any event or process of like nature to those set out in paragraphs b (i) to (v) above in any jurisdiction

7.4 The Trader may by notice to the Consumer revoke the Consumer's power of possession and use of the Vehicle:

a) if the Trader has any doubt as to the ability or willingness of the Consumer to pay to the Trader any sum on the due date;

b) if the Trader has reason to believe the Consumer is in breach of any term of this or any other contract with the Trader

7.5 Upon revocation or determination of the Consumer's power of possession and use of the Vehicle the Consumer shall yield up the Vehicle in good condition to the Trader and (if so required by the Trader) at its own expense deliver the Vehicle to an address in the United Kingdom specified by the Trader and shall be deemed irrevocably to authorise the Trader to enter upon any of its premises with or without vehicles for the purpose of removing the Vehicle.

7.6 The repossession of the Vehicle by the Trader in accordance with this clause shall be without prejudice to any of the Trader's rights or remedies against the Consumer

7.7 Where the Buyer is a person or an entity engaged in the motor trade, the Goods/Vehicles are sold on the understanding of Trade terms i.e "SEEN, TRIED AND APPROVED" and Subject to Viewing and Inspection and, until the Buyer takes delivery or otherwise acquires physical possession of the Goods, whether under the Contract or any other contract, both beneficial and legal title to the Vehicle remain in the Trader. For the avoidance of doubt such Buyer shall not be considered a consumer afforded protection under the Consumer Rights Act 2015.

8 FINANCE ARRANGEMENTS

8.1 Notwithstanding the foregoing provisions of this Contract, the Consumer may within seven days after receiving notification that the Vehicle is ready for delivery, arrange for a finance company to purchase the Vehicle from the Trader for the Purchase Price upon the same terms (other than the identity of the Consumer) as this Contract. Upon payment of the Purchase Price the finance company so nominated shall be deemed to be the Consumer of the Vehicle (and all references to the Consumer shall be construed accordingly) and the Trader will deliver the Vehicle to the order of such finance company (and all references to delivery of the Vehicle shall be construed accordingly delivery to the Consumer first named in the Order being deemed to be effective delivery to the order of the finance company)

8.2 If the Consumer introduces the sale of the Vehicle to a finance company as specified in clause 8.1, the provisions of this Contract as regards the Consumer originally named in the Order shall then cease to have effect with the exception of the terms relating to the Part Exchange Vehicle (if any) which shall continue to have effect, with one variation, the Trader shall, on behalf of the Consumer, account for the Allowance and any deposit paid under this Contract to the order of such finance company. The finance company shall thus be substituted as the Consumer of the Vehicle hereunder. The purchase of a Vehicle by a finance company at the request of the Consumer shall not release the Consumer from his obligations under clauses 10 and 12 to inspect the Vehicle and to satisfy himself that the Vehicle is suitable for his purposes

9 PART EXCHANGE VEHICLE

9.1 The provisions of this clause 9 shall apply if the Consumer has proffered a Part Exchange Vehicle. Where the Trader agrees to allow part of the Purchase Price to be discharged by the Consumer's delivering to the Trader the Part Exchange Vehicle, the Allowance is given and received and the Part Exchange Vehicle is delivered and accepted as part of the Contract (and not as a separate contract between the Consumer and the Trader) on the conditions set out in clauses 9.2 to 9.7 (both inclusive)

9.2 The Consumer passes to the Trader good title to the Part Exchange Vehicle either:

a) free from Encumbrances; or

b) if there are Encumbrances on the Part Exchange Vehicle but all are capable of cash settlement, instead of applying the whole of the Allowance towards payment of the Purchase Price, the Trader will apply the Allowance (up to the whole amount) towards settlement of any obligations to third parties in respect of the Part Exchange Vehicle which are capable of cash settlement, payment to any such aforesaid third parties to be made after the Trader has received the Part Exchange Vehicle and made delivery of the Vehicle to the Consumer

c) The Trader has had the opportunity to examine the Part Exchange Vehicle for the purpose of calculating the Allowance and such examination has taken place; and

b) the condition of the Part Exchange Vehicle as delivered to the Trader before or at the time of delivery of the Vehicle to the Consumer is substantially the same as that existing at the time of the Trader's examination (fair wear and tear excepted)

9.3 Risk in and title to the Part Exchange Vehicle shall pass to the Trader on delivery.

9.4 Without prejudice to clause 9.3 (b) the Consumer shall deliver the Part Exchange Vehicle to the Trader within seven days of notice to the Consumer that the Vehicle is ready for collection

9.5 If Completion takes place on a date which is more than thirty days after the date of the Order, except when the delay is a direct result of the Trader's act or default, the Trader reserves the right to reduce the Allowance by an amount equal to 2.5% of the Allowance for each completed period of thirty days between the date of the Order and Completion

9.6 If any of clauses 9.2 to 9.6 (both inclusive) are not fulfilled, the Trader shall be discharged from any obligation to purchase the Part Exchange Vehicle or to make the Allowance and the Consumer shall discharge the Purchase Price in full in cash.

10.1 USED VEHICLES

If the Vehicle is a used vehicle, the Vehicle is sold:

a) subject to any defects which the Trader has drawn to the Consumer's attention prior to the Consumer's placing the Order, and

b) subject to any defects which the Consumer discovered or ought reasonably to have discovered upon examining the Vehicle prior to placing the Order (irrespective of whether the Consumer has carried out such examination) and in that regard the Consumer acknowledges that he has been afforded the opportunity to examine the Vehicle

11. WARRANTY AND PRODUCER DETAILS

11.1 If it is a new vehicle, the Vehicle is sold with the benefit of the Manufacturer's warranty, the terms of which are specified in the service record and warranty booklet or other similar documentation issued from time to time by the Manufacturer, copies of which are available for inspection at the Trades premises. The benefit of such warranty is in addition to any statutory implied warranty on the part of the Trader. Except where the Vehicle is delivered to the order of a Finance company pursuant to clause 8, the Trader will supply to the Consumer a copy of the warranty terms on delivery of the Vehicle

11.2 Unless otherwise specified by notice to the Consumer, the producer of the Vehicle (for the purposes of Section 2 of the Consumer Protection Act 1987) is the Manufacturer

12 LIMITS OF LIABILITY

12.1 The Vehicle is sold strictly on the terms that the Consumer has inspected the Vehicle and has satisfied himself of its suitability for his purposes and of its satisfactory quality. The Consumer acknowledges that specifications and details in any catalogue, and forecasts of performance, are approximate only, and that such specifications and details and representations made by the Trader to the Consumer do not form part of this Contract and that in respect of such specifications, details, forecasts and representations the Trader shall be under no liability nor shall the Consumer be entitled to any remedy under the provisions of the Misrepresentation Act 1967 as amended by the Consumer Protection (Amendment) Regulations 2014

12.2 The Trader's total liability for the aggregate claims of the Consumer arising out of a single act or default of the Trader (whether due to the Trader's negligence or otherwise) shall not exceed the Purchase Price

12.3 This provision in the Contract does not effect the rights of a Consumer to seek a price reduction in the event that the Trader fails to perform a service without reasonable skill and care

13. TERMINATION

Without prejudice to any of its other rights and remedies the Trader shall be entitled to postpone delivery of the Vehicle and suspend performance of the Contract and may by notice in writing to the Consumer terminate the Contract at any time following the occurrence of any of the events specified in clause 7.3

14 DISTANCE SELLING

14.1 If the contract has been completed without any face to face contact between the Trader and Consumer, or anyone acting on your or our respective behalf, you may give notice to cancel within 14 days without giving any reason.

14.2 The cancellation period will expire 14 days after the day on which the Consumer or a third party on your behalf takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel the Consumer must inform us of your decision to cancel the contract in writing by clear statement (e.g. a letter sent by post, whatsapp or email) to the Trader's address as set out overleaf

14.3 If the Consumer cancels the contract, the Consumer will be reimbursed (using the same means) all payments received under the contract not later than 14 days after the day on which the Trader receives the Goods back.

14.4 The Trader may withhold reimbursement until they have received the Goods back or the Consumer has sent evidence of having sent back the Goods back, whichever is the earliest. The Consumer should send back the Goods or deliver them back to the Trader at the address shown overleaf, not later than 14 days after the day on which you communicate your cancellation of the contract. The Trader will require the Consumer to bear the cost of returning the Goods

14.5 The Consumer must take all reasonable care of the Goods and will be responsible for any loss or damage from when the Goods are delivered, until when they are returned to the Trader

15. FORCE MAJEURE

The Trader shall not be liable to the Consumer if unable to carry out any provision of the Contract for any reason beyond its control including (without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, lock out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to the inability to procure parts or any vehicle required for the performance of the Contract. Failure to deliver the Vehicle by reason of any of the aforementioned contingencies shall entitle the Consumer to cancel the Contract and the provisions of clause 3.1 shall apply

16. NOTICES AND GENERAL PROVISIONS

16.1 No waiver of any of the Trader's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Trader. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Trader's rights in relation to different circumstances or the recurrence of similar circumstances

16.2 Any notice under these terms and conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the Contract or to such address as the Trader and the Consumer from time to time notify to each other as their respective addresses for service and shall be deemed served, in the case of postal notice on the expiry of 48 hours from time of posting, in the case of telex on the recording of the "answer back" code on the sender's machine, and in the case of facsimile on completion of transmission by the sender

16.3 Each of these terms and conditions and each paragraph hereof shall be construed as separate conditions; should any provision be found to be invalid or unenforceable or an unreasonable restriction of the Trader's liability then such provision shall apply with such modifications as may be necessary to make it valid and effective.

16.4 Law shall govern construction and operation of the Contract and the Consumer agrees to submit to the exclusive jurisdiction of the courts.