

Terms & Conditions

Please read these terms & conditions carefully, as together with your confirmation of booking they make up your agreement with us.

1. DEFINITIONS

- 1.1 "the Seller" means the person selling or supplying the Goods whether as principal or agent to the buyer
- 1.2 "Buyer" means the person whose name and address appears in the section marked "Buyer" in the form for the goods
- 1.3 "Conditions" means the terms and conditions of sale set out in the document and any special terms and conditions agreed in writing by the Seller and the Buyer
- 1.4 "Delivery Date" means the date specified by the Seller when the goods are to be delivered or supplied
- 1.5 "Goods" means the vehicle or other articles which the buyer agrees to buy or receive from the seller set out in the order form for the Goods
- 1.6 "Price" means the amount or value of the consideration payable by the Buyer for the Goods
- 1.7 "Deposit" means the amount set out in any order form for the Goods which shall immediately be paid or otherwise become payable by the buyer to the seller on the formation or the contract for the sale of the Goods
- 1.8 "Part Exchange Vehicle" means the vehicle or other articles set out in any order form for the Goods which the seller agrees to accept from the Buyer as part of the consideration payable for the Goods
- 1.9 "Part Exchange Allowance" means the value or consideration in respect of the Part Exchange Vehicle agreed between the Seller and the Buyer set out in any order form for the Goods

2. CONDITIONS APPLICABLE

- 2.1 These conditions shall apply to the contract for the sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any sales offer confirmation or order or similar document
- 2.2 The Buyer's tendering of any payment, whether in the form of cash, banker's draft, cheque or money's worth shall be deemed conclusive evidence of the Buyer's acceptance of these conditions
- 2.3 Any variation of these conditions (including any special terms and conditions agreed between parties) shall be inapplicable unless first agreed in writing by the Seller

3. THE PRICE AND PAYMENT

- 3.1 Under no circumstances may the Buyer set off against the price (including any applicable VAT payable) amounts due or alleged to be due to the Buyer from the Seller
- 3.2 The Price shall be paid in cash or by banker's draft, save where the seller has agreed a cheque and it is received not less than seven clear working days before delivery of the Goods

4. THE GOODS, WARRANTIES AND LIABILITY

The Goods are sold entirely "as seen" and the Buyer shall be deemed to enter into the contract for the purchase of the Goods relying entirely on the Buyer's own inspection/survey and to the extent that the law allows (but for avoidance of doubt not further or otherwise) the effect of all representations statements or warranties made or given by the Seller or anyone on the Seller's behalf (whether orally in writing or in any of the Seller's brochures catalogues and advertisements) regarding the quality, fitness and suitability for purpose of the Goods shall be excluded provided that to the extent such exclusion is not possible the Seller's financial liability to the Buyer shall be limited to an amount not exceeding the Price

5. DELIVERY OF THE GOODS

- 5.1 The Seller shall use the Seller reasonable endeavours to complete delivery of the Goods to the Buyer by or on the delivery date but does not guarantee the time of delivery and time shall not be of the essence. The Seller shall not be liable for damages, costs or other claims of any nature arising out of the delay in delivery
- 5.2 If the Seller fails to deliver the Goods within 30 days of the delivery date the Buyer may give written notice to the Seller requesting delivery of the Goods within 7 days of the receipt of such notice and if the Seller fails to deliver the Goods within such period then the contract may be cancelled by the Buyer and the deposit paid by the buyer shall be returned to the Buyer and the Seller shall have no further liability

5.3 If:-

- 5.3.1. the Buyer fails to accept delivery or supply of the Goods in accordance with the contract of sale and these conditions and/or
- 5.3.2. within 14 days of the date of the contract the Buyer shall fail to pay for the Goods and/or
- 5.3.3 any payment by cheque or tendered by the Buyer shall not be honoured on first presentation (in which case any money received from the Buyer in respect of the Deposit shall be forfeited to the Seller or if payment tendered shall be in respect of the Deposit the amount so tendered shall immediately be a debt due to the Seller by the Buyer together with interest at the rate of 5% above the base rate from time to time of the Lloyds TSB Bank PLC from the date payment fell due to the date of actual receipt of all sums properly payable by the buyer) Then without prejudice to any other right or remedy which the Seller may have against the Buyer by reason of the Buyer's default the Seller shall be at liberty to treat the contract as repudiated by the Buyer and thereupon the Deposit shall be forfeited, and the Seller shall be entitled without notice to collect any Goods which have been delivered to the Buyer

6. ACCEPTANCE OF THE GOODS

Immediately on delivery of the Goods the Buyer shall inspect (or in any event shall be deemed to have inspected) the Goods and shall bring to attention of the Seller any defect in the Goods (fair wear and tear excepted), failing which the Buyer shall accept (or in any event shall be deemed to have accepted) the Goods

7. TITLE AND RISK

- 7.1 Title in the Goods shall pass to the Buyer once payment of the price has been discharged in full. A cheque given by the buyer in payment shall not be treated as a discharge until the same has been cleared
- 7.2 Risk shall pass on the formation of the contract for the sale of the Goods to the Buyer

8. PART EXCHANGE

- 8.1 The Seller shall only be bound to accept any Part Exchange Vehicle set out in order form for the Goods

8.1.1. If the Part Exchange Vehicle is free from any hire purchase agreement, charges or other encumbrance (together called "encumbrances") provided that if such Encumbrances have been fully disclosed by the Buyer, the Seller shall subject to this clause accept the Part Exchange Vehicle if the level of the Part Exchange Allowance has taken into account any payment necessary to release the Part Exchange Vehicle absolutely from any Encumbrances and pass the title to the Part Exchange Vehicle to the Seller's direction (if the payment required to release such vehicle from any Encumbrances is greater than that disclosed to the Seller may with agreement of the Buyer reduce the Part Exchange Allowance by an appropriate amount and accept the Part Exchange Vehicle); and

8.1.2 if the Part Exchange Vehicle is delivered to the Seller's place of business before delivery of the Goods to the Buyer, and

8.1.3 if upon delivery of the Part Exchange Vehicle by the Buyer to the Seller the Part Exchange Vehicle is in the same condition (subject only to fair wear and tear) as when examined by the Seller prior to fixing the Part Exchange Allowance (provided that if the Part Exchange Vehicle is delivered in worse condition or with unreasonable increase in mileage the Seller may, with the agreement of the Buyer, reduce the Part Exchange Allowance by an appropriate amount and accept the Part Exchange Vehicle)

8.2 If the Part Exchange Allowance is reduced or withdrawn for any reason the Buyer remains bound to pay the price less such Part Exchange Allowance (if any)

8.3 Property in and risk of the Part Exchange Vehicle will pass to the Seller on delivery accordance with condition 8.2

9. PROPER LAW OF CONTRACT

9.1 The contract for the sale of the Goods to the Buyer shall be subject to the law of England and Wales

9.2 The contracts (Rights of Third Parties) Act 1999 does not apply to the contract for the sale of Goods

10. MISCELLANEOUS

10.1 The Buyer shall not be entitled to transfer assign sub-contract or otherwise deal with its rights and abilities under any contract without first obtaining the written approval of the seller

10.2 Any notice given by either party to the other must be in writing and sent by post to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received in due course of post

10.3 Failure by the Seller to enforce at any time or for any period any one or more conditions shall not be waiver of them or of the right at any time subsequently to enforce all of them

10.4 Nothing contained in this document is intended to affect or restrict, nor shall it affect or restrict, the statutory rights of a customer