

INCHCAPE TERMS AND CONDITIONS: SUPPLY OF SERVICES, PARTS AND ACCESSORIES

(1) DEFINITIONS: (i) **You/Your:** The customer described on the front of this contract; (ii) **We/Us/Our:** A general manager, aftersales manager, service manager or parts manager at/or the Inchcape company described on the front of this contract; (iii) **Goods:** All goods, parts or other things sold by us to you, whether or not it is supplied in conjunction with any Work to be done by us; (iv) **Work:** Any work to be done by us by way of repairs, servicing, fittings, testing or otherwise.

(2) OUR CONTRACT WITH YOU: We will accept your order when we confirm in writing that we are able to provide you with the Goods/Work, at which point a contract will come into existence between you and us. If we are unable to accept your order for the Goods/Work, we will inform you of this either in writing or by telephone and will not charge you for the Goods/Work. This might be because: (i) the Goods are out of stock or no longer manufactured; (ii) an unexpected limit on our resources which we could not plan for; (iii) we have identified an error in the price or description of the Goods/Work; or (iv) we are unable to meet a delivery deadline that you have specified.

(3) GOODS: (i) **Goods supplied to you:** In respect of any Goods supplied to you, these will include reconditioned units and/or parts where these are supplied by the manufacturer; (ii) **Replaced parts:** All parts replaced by the Goods during any Work carried out by us will be retained by us for you until you collect your vehicle or your vehicle is delivered to you. If you do not specifically ask to take possession of such replaced parts at any time up to the time when your vehicle is collected or delivered, that part will become our property and we will dispose of that part as we see fit.

(4) WORK: (i) **Sub-contractors:** We are entitled to carry out our obligations under this contract by sub-contractors but we shall be responsible for the quality of their work; (ii) **Personal and valuable items:** You warrant that on handing over possession of your vehicle to us that it is free from any items which are not related to the vehicle (in particular personal or valuable items). Any such items are left at your own risk.

(5) YOUR RIGHTS TO MAKE CHANGES: If you wish to make a change to the Goods/Work that you have ordered, please contact us so we can let you know if it is possible. If so, we will let you know about any changes to the price, the timing of supply or any other necessary information resulting from the change. We will ask you to confirm whether you wish to go ahead with the change and it will only take effect if it is agreed in writing and signed by us.

(6) OUR RIGHTS TO MAKE CHANGES: We may need to increase the price of the Goods/Work prior to the obtaining the Goods or completing the Work. This may be because vehicles are complex and the least complex solution may not cure the fault. If we do need to increase the price, we will notify you of the change and you may then end the contract within 5 working days of being notified of the change and receive a full refund for any Goods/Work not provided before the changes take effect.

(7) PROVIDING THE GOODS/WORK: (i) **Delivery costs:** The costs of delivery will be as told to you during the order process; (ii) **When we will provide the Goods/Work:** We will notify you of the estimated date of supply of the Goods on the date when we accept your order. We will begin the Work on the date you bring your vehicle in for the Work to be carried out by us. The estimated completion date for the Works and/or delivery of the Goods will be told to you during the order process. Unless you tell us otherwise, time will not be of the essence; (iii) **Delays outside our control:** If our supply of the Goods/Work is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods/Work that you have paid for but not received; (iv) **Collection by you:** If you have asked for the Goods to be collected from us or for the Work to be carried out at our premises, then you can collect the Goods and/or your vehicle from us at any time during our working hours; (v) **If you are not at home when we collect your vehicle to carry out the Work and/or to deliver the Goods to you:** If no one is available at your address when we come to collect your vehicle to carry out the Work and/or deliver the Goods to you, we will leave you a note informing you of how to rearrange delivery or collection and at what cost; (vi) **If you do not re-arrange delivery:** If you do not collect the Goods from us as arranged or if, after a failed collection to carry out the Work or a failed delivery of the Goods to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery/collection, we may end the contract (see clause 11); (vii) **If you do not allow us access to provide the Work:** You give us authority to access and drive your vehicle whilst we carry out the Works. This includes undertaking reasonable mileage to road test any vehicle in our possession which is deemed necessary by us for the purposes of diagnosis, repair and testing. If you have any queries about this, you can contact us on the details at the front of this contract. If you do not allow us access to your vehicle and/or to drive your vehicle to perform the Work as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your vehicle we may end the contract (see clause 11); (viii) **When you become responsible for the Goods:** The Goods will be your responsibility from the time we deliver the Goods to the address you gave us or you or a carrier organised by you collect it from us; (ix) **When you own the Goods:** You own the Goods once we have received payment in full.

(8) WHAT WILL HAPPEN IF YOU DO NOT GIVE REQUIRED INFORMATION TO US: The order form sets out the information we need from you so that we can supply the Goods to you or carry out the Work for you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 11) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Goods and/or carrying out the Work late or not supplying any part of them if this is caused by you not giving us the information that we need within a reasonable time of us asking for it.

(9) SUSPENDING THE SUPPLY OF THE GOODS/WORK TO YOU: We may have to suspend the supply of the Goods/Work to: (i) deal with technical problems or make minor technical changes; (ii) update the Goods/Work to reflect changes in relevant laws and regulatory requirements; (iii) make changes to the Goods or scope of the Work as requested by you or notified by us to you (see clauses 5 and 6). If this happens, we will contact you in advance to tell you, unless the problem is urgent or in an emergency. If we have to suspend the Goods/Work, we will adjust the price so that you do not pay for Goods/Work while they are suspended. You may contact us to end the contract for the Goods/Work if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 21 days and we will refund any sums you have paid in advance for the Goods/Work that have not been provided in respect of the period after you end the contract. We may also suspend supply of the Goods/Work if you do not pay. If you do not pay us for the Goods/Work when you are supposed to (see clause 13) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend the supply of the Goods/Work until you have paid us the outstanding amounts and charge you interest on your overdue payments (see clause 13).

(10) YOUR RIGHTS TO END THE CONTRACT: (i) **Ending before completion:** You may contact us to end your contract for the Goods/Work at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described; (ii) **Good reason for ending the contract:** We will immediately provide you with a full refund for any Goods/Work not provided or not provided properly if: (a) we have told you about an upcoming change to the Goods/Work or these terms which you do not agree to (see clause 6); (b) we have told you about an error in the price or description of the Goods/Work that you have ordered and you do not wish to proceed; (c) there is a risk that supply of the Goods/Work may be significantly delayed because of events outside our control; (d) we have suspended supply of the Goods/Work for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than 21 days; or (e) you have a legal right to end the contract because of something we have done wrong; (iii) **Off trade premises purchases only; Your right to change your mind:** If you have entered this contract without any face to face contact between us or anyone acting on our

behalfs or it has been completed off-trade premises, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the Work is carried out or the Goods are delivered to the place where you have specified delivery. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) to the address on the front of this contract. You may use the attached model [Cancellation Form](#), but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You should keep proof of sending us your cancellation. This clause does not apply where the Goods have been made to your specifications or have been personalised or the Work has been completed by us, even if the cancellation period is still running; (iv) **What happens if you end the contract without a good reason:** If you are not ending the contract for one of the reasons set out above, then the contract will end immediately and we will refund any sums paid by you for the Goods/Work not provided but we may deduct from that refund (or, if you have not made an advance payment, we will charge you) reasonable compensation for the net costs we will incur as a result of your doing so; (v) **Returning the Goods after ending the contract:** If you end the contract after the Goods have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us within 7 days of delivery. Unless you have a "good reason" for ending the contract (in which case we will pay the cost of return), you must pay the costs of return, which will be the same as our charges for standard delivery; (vi) **How to cancel:** If you are exercising your right to cancel, please use the model [Cancellation Form](#) or some other form of writing which sets out the information contained within the Cancellation Form and send it to us by email or post to the address on the front of this contract; (vii) **How we will refund you:** Any refund payable will be made by the same method you used for payment within 14 days of us receiving your written notice of cancellation.

(11) OUR RIGHTS TO END THE CONTRACT: (i) **We may end the contract if you break it.** We may end the contract for the Goods/Work at any time by writing to you if: (a) you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due (see clause 13); (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods/Work (see clause 8); (c) you do not, within a reasonable time, collect the Goods from us as arranged or if, after a failed collection to carry out the Work or a failed delivery of the Goods to you, you do not re-arrange delivery; or (d) you do not, within a reasonable time, allow us access to your vehicle to carry out the Work (see clause 7); (ii) **You must compensate us if you break the contract:** If we end the contract for the above reasons, we will refund any money you have paid in advance for the Goods/Work which we have not provided but we may deduct from that refund (or, if you have not made an advance payment, we will charge you) reasonable compensation for the net costs we will incur as a result of your breaking the contract. Any refund to you will be made by the method you used for payment within 14 days of us notifying you that you have broken the contract.

(12) IF THERE IS A PROBLEM WITH THE GOODS/WORK: (i) **Summary of your legal rights:** We are under a legal duty to supply Goods and/or carry out the Work that is in conformity with this contract. For detailed information, please contact the Citizens' Advice Bureau. If you wish to exercise your legal rights to reject the Goods you must either return it in person to where you bought it or allow us to collect it from you and we will pay the costs of collection.

(13) PRICE AND PAYMENT: (i) **Where to find the price for the Goods/Work:** The estimated price of the Goods/Work (which includes VAT) will be the price set out on the front of this contract, which must be paid before we supply you with the Goods/Work. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Goods/Work, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods/Work in full before the change in the rate of VAT takes effect; (ii) **When you must pay and how you must pay:** You must pay for the Goods/Work at the time of placing your order and in any event, it must be in cleared funds before collection or delivery of your vehicle after the Work has been carried out or the Goods have been collected from us or delivered by us; (iii) **Late payment:** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of National Westminster Bank Plc from time to time, accruing on a daily basis.

(14) OUR RESPONSIBILITY FOR LOSS OR DAMAGE TO YOUR VEHICLE: If we are carrying out the Work on your vehicle, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your vehicle that we discover while carrying out the Work. Please see clause 4 in respect of any personal or valuable items that are not related to your vehicle.

(15) REPLACEMENT VEHICLES: (i) **The terms on which we will offer you a Replacement Vehicle:** If we make a replacement vehicle available to you in connection with this contract ("the Replacement Vehicle"), we may demand that you return the Replacement Vehicle at any time and you shall immediately return it to us. If you fail to do so: (a) we may take possession of the Replacement Vehicle and, for this purpose, we may enter any premises where the Replacement Vehicle(s) is/are being kept; and/or (b) you must pay us reasonable compensation for the net costs we will incur as a result of your retention of the Replacement Vehicle, depending on the period for which you retain possession of the Replacement Vehicle; (ii) **Who can use the Replacement Vehicle:** You will only permit the Replacement Vehicle to be driven by a person qualified to do so and holding all necessary current licences and permits in respect of the Replacement Vehicle and himself, such licence in respect of the driver to be a full and not a provisional driving licence and will not permit the Replacement Vehicle to be taken outside the United Kingdom; (iii) **Insuring the Replacement Vehicle:** You will ensure that the Replacement Vehicle is insured comprehensively, for its full value, for any driver who may drive the Replacement Vehicle and will indemnify us in full against any breach of the provisions of this clause.

(16) WARRANTY: (i) **General warranty:** We undertake that we will use our best endeavours to obtain for you the benefit of any warranty or guarantee given by the manufacturer or importer in respect of the Goods. We also warrant that our Work is free of defects in workmanship for a period of 6 months or 6,000 miles, whichever occurs sooner, from the date of completion of the Work; (ii) **Painting:** If the Work includes painting then if the metal to be painted is rusted, every reasonable precaution will be taken to prevent rust penetrating the paint after completion of the Work but no warranty can be given in this respect or to the effect that the new paintwork will match existing paintwork exactly.

(17) PERSONAL INFORMATION: We will use your personal information to process payment and supply the Goods/Work to you. We will give your personal information to third parties where the law either requires or allows us to do so. We will also like to keep you informed during any purchase or service enquiry; keep you up to date with relevant product information, promotions and offers; provide service and MOT reminders and obtain feedback on how well we have met your needs. To do this, we may share your details within our group companies and manufacturer partners, agencies, contractors, affiliated or associated companies which we use to provide services for your benefits. If you would like to opt out, please let us know.

(18) OTHER IMPORTANT TERMS: (i) **Nobody else has any rights under this contract:** This contract is between you and us. No other person shall have any rights to enforce any of its terms; (ii) **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that a term is unlawful, the remaining terms will remain in full force and effect; (iii) **If we delay in enforcing this contract, we can still enforce it later.** If we do not immediately insist that you do anything that you are required to do under these terms, or if we delay in taking steps against you for your breaking this contract, you still have to do those things and it will not prevent us from taking steps against you at a later date; (iv) **Which laws apply to this contract and where you bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings about the Goods/Work in the English courts.

ATC DEC 15

INCHCAPE TERMS AND CONDITIONS: SUPPLY OF SERVICES, PARTS AND ACCESSORIES

AMENDMENTS FORM: AMENDING THE TERMS AND CONDITIONS

The following changes were made to clauses:

(1) DEFINITIONS

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(2) OUR CONTRACT WITH YOU

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(3) GOODS

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(4) WORK

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(5) YOUR RIGHTS TO MAKE CHANGES

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(6) OUR RIGHTS TO MAKE CHANGES

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(7) PROVIDING THE GOODS/WORK

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(8) WHAT WILL HAPPEN IF YOU DO NOT GIVE REQUIRED INFORMATION TO US

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(9) SUSPENDING THE SUPPLY OF THE GOODS/WORK TO YOU

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(10) YOUR RIGHTS TO END THE CONTRACT

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(11) OUR RIGHTS TO END THE CONTRACT

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(12) IF THERE IS A PROBLEM WITH THE VEHICLE

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(13) PRICE AND PAYMENT

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(14) OUR RESPONSIBILITY FOR LOSS OR DAMAGE TO YOUR VEHICLE

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(15) REPLACEMENT VEHICLES

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(16) WARRANTY

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(17) HOW WE MAY USE YOUR PERSONAL INFORMATION

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(18) OTHER IMPORTANT TERMS

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Signature of Customer:

Date of signature:.....

Signature of Inchcape:

Date of signature:.....

CANCELLATION FORM

To: Business Name [†]

Business Address [†]

I hereby give notice that I cancel my contract for the goods described below and I attach a copy of the invoice for those goods which were:-

Ordered on [*] / Received on [*]

Description of goods subject to this cancellation notice.....

Vehicle registration number

Name of Customer:.....

Address of Customer:.....

Signature of Customer:.....

Date of signature:.....

[*] Delete as appropriate.

[†] See front of contract for these details