

## INCHCAPE TERMS AND CONDITIONS: PURCHASE OF A NEW OR USED VEHICLE

**(1) DEFINITIONS:** (i) **You/Your:** The customer described on the front of this contract; (ii) **We/Us/Our:** A general manager, business manager, sales manager or sales controller at/or the Inchcape company described on the front of this contract; (iii) **Manufacturer:** The manufacturer of the Vehicle; (iv) **Part Exchange Allowance:** The value attributable to the Part Exchange Vehicle (if any) as detailed on the front of this contract; (v) **Purchase Price:** The purchase price for the Vehicle (including applicable accessories, road fund licence, delivery, car tax and value added tax) current at the date of the order, as specified on the front of this contract to be paid in cleared funds before the Vehicle is delivered. If the VAT, road fund licence or car tax changes between your order date and the date we deliver the Vehicle, we will adjust the rate that you pay. 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; (vi) **Vehicle:** The vehicle to be purchased by the Customer described on the front of this contract.

**(2) OUR CONTRACT WITH YOU:** We will accept your order when we confirm in writing that we are able to provide you with the Vehicle, at which point a contract will come into existence between you and us. If we are unable to accept your order for the Vehicle at any time before delivery, we will inform you of this either in writing or by telephone and will not charge you for the Vehicle. This might be because: (i) the Vehicle is out of stock or no longer manufactured; (ii) we have identified an error in the price or description of the Vehicle or are unable to meet a delivery deadline that you have specified; (iii) it would cause us to breach any legal agreement with the Manufacturer, or any applicable law or regulation.

**(3) YOUR RIGHTS TO MAKE CHANGES:** If you wish to make a change to the Vehicle that you have ordered prior to delivery, 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 Purchase Price, the timing for delivery 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.

**(4) OUR RIGHTS TO MAKE MAJOR CHANGES PRIOR TO DELIVERY:** (i) **Purchase Price changes:** If, prior to the delivery, the Manufacturer, importer or other supplier of the Vehicle (or any part of it) increase the recommended price, we will notify you of the change to the Purchase Price and you may then end the contract within 5 working days of being notified of the change and receive a full refund before the changes take effect (see clause 9); (ii) **Vehicle or accessory changes:** If we are unable to supply any accessory (factory fitted or otherwise) for the Vehicle, we will notify you and within 5 working days of being notified of the change, you may: (a) end the contract and receive a full refund before the changes take effect (see clause 9); (b) ask for a substitute for a reasonable equivalent; or (c) ask to remove the accessory from this contract and reduce the Purchase Price by the price of such accessory. If we do not hear from you within 5 working days, we will make that choice for you.

**(5) PROVIDING YOU WITH THE VEHICLE:** (i) **Notifying you of the delivery date for the Vehicle:** Within 30 days of you placing your order with us, we will notify you when the Vehicle is estimated to be ready for delivery. We will then contact you to agree a delivery date when we will deliver the Vehicle to either the dealership or an alternative location for the delivery cost within 14 days. We will only deliver the Vehicle if we are in cleared funds and the necessary information contained in our **Customer Checklist** has been provided to us within the required time; (ii) **Delivery costs:** The costs of delivery will be as set out on the front of this contract; (iii) **If you do not arrange delivery of the Vehicle:** If we are unable to contact you to arrange delivery of the Vehicle, we may end the contract or if you are unable to accept delivery of the Vehicle within 14 days of being notified that it is ready for delivery, we may charge you for storage costs or we may end the contract (see clause 10); (iv) **Delays outside our control:** If the delivery of the Vehicle 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 of any monies paid by you and we shall have no further liability to you; (v) **Collection by you:** If you have asked to collect the Vehicle from our premises, you can collect the Vehicle from us at any time during our working hours; (vi) **If you are not at home when the Vehicle is delivered/Re-Delivery:** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery and at what cost. If you do not collect the Vehicle from us as arranged or if, after a failed delivery 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 or collection, we may end the contract (see clause 9); (vii) **Late delivery:** If we miss the delivery deadline for the Vehicle, as agreed, you may treat the contract as at an end straight away (see clause 8) if: (a) we have refused to deliver the Vehicle; (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or (c) you told us before we accepted your order that delivery within the delivery deadline was essential. If you do not wish to treat the contract as at an end straight away, or do not fall within the categories set out above, you can give us a reasonable new deadline for delivery.

**(6) RESPONSIBILITY AND OWNERSHIP OF THE VEHICLE:** (i) The Vehicle will be your responsibility from the time we deliver the Vehicle to the address you gave us or you, or a carrier organised by you, collect it from us; (ii) You own the Vehicle once we have received the Purchase Price in full.

**(7) WHAT WILL HAPPEN IF YOU DO NOT GIVE REQUIRED INFORMATION TO US:** The order form and **Customer Checklist** sets out the information we need from you so that we can supply the Vehicle to you. If you give us incomplete or incorrect information, we may either end the contract (see clause 10) 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 Vehicle late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**(8) SUSPENDING THE SUPPLY OF THE VEHICLE:** We may have to suspend the supply of the Vehicle to: (i) deal with technical problems or make minor technical changes; (ii) update the Vehicle to reflect changes in relevant laws and regulatory requirements; (iii) make changes to the Vehicle as requested by you or notified by us to you (see clauses 9 and 10). If we do, we will contact you in advance to tell you that we will be suspending supply of the Vehicle, unless the problem is urgent or an emergency. You may contact us to end the contract for the Vehicle 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 Vehicle in respect of the period after you end the contract. If you do not pay us for the Vehicle when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Vehicle until you have paid us the outstanding amounts (including interest and storage charges).

**(9) YOUR RIGHTS TO END THE CONTRACT:** (i) **Ending before delivery and/or payment:** You may contact us to end your contract for the Vehicle at any time before we have delivered it and you have paid for it, but in some circumstances we may charge you reasonable compensation for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described; (ii) **Good reasons for ending the contract:** The contract will end immediately and we will refund you in full for the Vehicle which has not been delivered or has not been provided properly if: (a) we have told you about an upcoming change to the Vehicle which you do not agree to; (b) we have told you about an error in the price or description of the Vehicle that you have ordered and you do not wish to proceed (see clause 4); (c) there is a risk that supply of the Vehicle may be significantly delayed because of events outside our control (see clause 5); (d) we have suspended supply of the Vehicle for technical reasons, or we notify you that we are going to suspend it for technical reasons; 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 respective behalves 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 Vehicle is delivered to you

or you arrange for your carrier to collect the Vehicle. 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 communication. This clause does not apply where the Vehicle has been made to your specifications or has been personalised; (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 Vehicle 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 cancellation and to reflect the diminished value of the Vehicle resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the Vehicle; (v) **Returning the Vehicle after ending the contract:** If you end the contract after the Vehicle has been dispatched to you and (because we cannot recall the Vehicle) it is delivered to you, you must return the Vehicle to us or allow us to collect it from you. If you are ending the contract for a "good reason", we will pay the costs of return or collection. In all other circumstances, you must pay the costs of return or collection, 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 **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 to you will be made by the method you used for payment within 14 days of us receiving your written notice of cancellation.

**(10) OUR RIGHTS TO END THE CONTRACT:** (i) **We may end the contract if you break it:** We may end the contract for the Vehicle 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; (b) you do not, within a reasonable time, allow us to deliver the Vehicle to you or collect it from us; or (c) You do not provide us with the information we require (see clause 7); (ii) **You must compensate us if you break the contract:** If we end the contract in the situations set out above, we will refund any money you have paid in advance for the Vehicle 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 you breaking the contract and to reflect the diminished value of the Vehicle resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the Vehicle. If a refund is owing to you, we will make that refund by the same method you used for payment within 14 days of us notifying you that you are in breach of the contract.

**(11) IF THERE IS A PROBLEM WITH THE VEHICLE:** (i) **Summary of your legal rights:** We are under a legal duty to supply the Vehicle 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 Vehicle 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; (ii) **Warranty.** A Manufacturer's warranty for new Vehicles will apply subject to the conditions applied by the Manufacturer from time to time. Used Vehicles are not sold subject to or with any express warranty or guarantee whatsoever, unless we agreed with you in writing and only on such terms and conditions contained in such warranty or guarantee which shall be given separately to this contract. The warranty does not affect your legal rights. You are advised to read the terms and conditions of any warranty carefully as a failure to comply with those terms and conditions may lead to invalidation.

**(12) PART EXCHANGE VEHICLE:** We may agree to accept a Part Exchange Vehicle as part of the Purchase Price. If so, the following applies: (i) **Warranty:** You warrant that: (a) the Part Exchange Vehicle is your absolute property, free from any hire purchase agreements, charges or other liens or encumbrances; (b) when delivered to us, the Part Exchange Vehicle will be in the same condition (subject only to fair wear and tear and reasonable increase in mileage) as when examined by us prior to fixing the Part Exchange Allowance; (c) the Part Exchange Vehicle has never suffered serious accident damage; and (d) the mileage shown on the odometer of the Part Exchange Vehicle is correct; (ii) **Delivery:** You shall deliver the Part Exchange Vehicle to us on or before delivery of the Vehicle to be supplied by us, and the property in the Part Exchange Vehicle shall pass to us absolutely; (iii) **Charges:** We may accept the Part Exchange Vehicle subject to any financial charge or lien disclosed by you and the Part Exchange Allowance shall take into account any payment necessary to release the Part Exchange Vehicle from such charge or lien provided that if the payment required to release the Part Exchange Vehicle from such financial charge or lien exceeds that disclosed to us, the Part Exchange Allowance shall be reduced by and/or you shall pay to us immediately the amount of such excess; (iv) **Reducing the Part Exchange Allowance:** If the Part Exchange Vehicle is delivered to our place of business in a worse condition or with an unreasonable increase in mileage or 60 days after agreeing the Part Exchange Allowance (other than as a result of a delay caused by us), we may make a reasonable reduction to the Part Exchange Allowance.

**(13) FINANCE ARRANGEMENTS:** (i) **Arranging finance with us:** Within 7 days of us notifying you that the Vehicle is ready for delivery, you can arrange for a finance company to purchase the Vehicle from us for the Purchase Price. The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly; (ii) **Financing and Part Exchange Vehicles:** Upon the purchase of the Vehicle by such finance company, the provisions of this contract relating to the Part Exchange Vehicle (if any) shall continue to be effective but we shall, on your behalf, account for the Part Exchange Allowance and any deposit paid under this contract to the order of such finance company.

**(14) YOUR EXAMINATION OF USED VEHICLES:** Unless you buy off-trade premises, you certify that prior to signing this order form that you have noted the age and mileage of the Vehicle, you have driven and examined the Vehicle (including the condition of the tyres, bodywork, paintwork, glass, interior trim, upholstery and general condition of the Vehicle) in relation to its age and have determined that the Vehicle is of satisfactory condition and quality and fitness for its purpose. **Therefore, you accept that we are not liable for defects which either we have brought to your attention or which you should have reasonably noted during the examination of the Vehicle.**

**(15) PERSONAL INFORMATION:** (i) **We will use your personal information** to process payment and supply the Vehicle to you; (ii) **Finance Companies:** If you seek our assistance in obtaining finance, we will pass on your personal information to the finance company; (iii) **Third parties:** 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.

**(16) 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 may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings about the Vehicle in the English courts.

STC DEC 15

**INCHCAPE TERMS AND CONDITIONS: PURCHASE OF A NEW OR USED VEHICLE**

**AMENDMENTS FORM: AMENDING THE TERMS AND CONDITIONS**

The following changes were made to clauses:

**(16) DEFINITIONS**

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**(2) OUR CONTRACT WITH YOU**

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**(3) YOUR RIGHTS TO MAKE CHANGES**

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**(4) OUR RIGHTS TO MAKE MAJOR CHANGES PRIOR TO DELIVERY**

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**(5) PROVIDING YOU WITH THE VEHICLE**

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**(6) RESPONSIBILITY AND OWNERSHIP OF THE VEHICLE**

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

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**(8) SUSPENDING THE SUPPLY OF THE VEHICLE**

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Signature of Customer: .....

Date of signature:.....

**(9) YOUR RIGHTS TO END THE CONTRACT**

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**(10) OUR RIGHTS TO END THE CONTRACT**

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**(11) IF THERE IS A PROBLEM WITH THE VEHICLE**

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**(12) PART EXCHANGE VEHICLE**

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**(13) FINANCE ARRANGEMENTS**

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**(14) YOUR EXAMINATION OF USED VEHICLES**

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**(15) HOW WE MAY USE YOUR PERSONAL INFORMATION**

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**(16) OTHER IMPORTANT TERMS**

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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