

These terms set out all of the important information about your purchase. You can find these terms, a Cancellation Form, Customer Checklist and our Alternative Disputes Resolution Policy at [www.inchcape.co.uk/terms](http://www.inchcape.co.uk/terms).

## (1) DEFINITIONS AND INTERPRETATION

**1.1 In this agreement, unless the context requires otherwise, the following words have the following meanings:**

- (1.1.1) **You/Your:** The customer described on the front of this agreement;  
 (1.1.2) **We/Us/Our:** a general manager, business manager, sales manager or sales controller at/or the Inchcape company described on the front of this agreement;  
 (1.1.3) **Cleared Funds:** funds received in our account that are available for withdrawal. The delay in becoming Cleared Funds will depend on the payment method you choose. See Customer Checklist for details;  
 (1.1.4) **Delivery Cost:** the cost of delivery as set out on the front of this agreement;  
 (1.1.5) **Manufacturer:** the manufacturer of the Vehicle;  
 (1.1.6) **Part Exchange Allowance:** the value attributable to the Part Exchange Vehicle (if any) as detailed on the front of this agreement;  
 (1.1.7) **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 agreement 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;  
 (1.1.8) **Vehicle:** the vehicle to be purchased by the Customer described on the front of this agreement.

### (2) Our Agreement with you

(2.1) This agreement will not become binding until we have confirmed in writing that we are able to provide you with the Vehicle. If we are unable to provide you with the Vehicle at any time before delivery, we will tell 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 a legal agreement with the Manufacturer, or any applicable law or regulation; (iv) we have reasonable grounds to suspect (or we are expressly aware) that you are a reseller of motor vehicles.

### (3) Your right to make changes before delivery

(3.1) 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. 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 right to make changes before delivery

- (4.1) If, prior to delivery, the Manufacturer, importer or other supplier of the Vehicle (or any part of it) increase the recommended price, we will tell you of the change to the Purchase Price and, if you do not agree to the change, you may end the agreement within 5 working days of being notified of the change and receive a full refund before the changes take effect (see clause 9).  
 (4.2) If we are unable to supply any accessory (factory fitted or otherwise) for the Vehicle, we will tell you and within 5 working days of being notified of the change, you may: (a) end the agreement 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 agreement and reduce the Purchase Price by the price of that accessory. If we do not hear from you within 5 working days, we will make that choice for you.

### (5) Delivery

- (5.1) We will tell you, within 30 days of you placing your order, when we expect the Vehicle to be ready for delivery. This is not a guaranteed delivery date. There may be reasons why this estimated delivery date will be delayed.  
 (5.2) When the Vehicle is ready for delivery, we will contact you to agree a delivery date, which must be within 14 days. We will deliver the Vehicle to either the dealership or your home address for the Delivery Cost. We will only deliver the Vehicle if we are in receipt of Cleared Funds and the necessary information contained in our Customer Checklist has been provided to us within the required time.  
 (5.3) (If we are unable to contact you to arrange delivery of the Vehicle, we may end the agreement in accordance with clause 10. 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 our reasonable storage costs or we may end the agreement (see clause 10).  
 (5.4) If 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. So long as we do this, we will not be responsible for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund of any monies paid by you and we will have no further responsibility to you.  
 (5.5) 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.  
 (5.6) If no one is available at your address to take delivery, we will leave you a note telling 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, you do not re-arrange delivery, we will contact you for further instructions and may charge you for our reasonable 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 agreement (see clause 9).  
 (5.7) If we miss an agreed delivery deadline for the Vehicle, and either (a) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or (b) you told us before we accepted your order that delivery within the delivery deadline was essential, then you may treat the agreement as at an end straight away (see clause 9). If you do not wish to treat the agreement 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

(6.1) 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, collects it from us. You own the Vehicle once we have received the Purchase Price in full.

### (7) Missing or incorrect information

(7.1) The order form and Customer Checklist set out the information we need from you so that we can supply the Vehicle. If you give us incomplete or incorrect information, we may either end the agreement (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) Delaying the supply of the Vehicle

- (8.1) We may have to delay 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 delaying supply of the Vehicle, unless the problem is urgent or an emergency. If we tell you that the delay will be for a period of more than 21 days, you may contact us to end the agreement for the Vehicle and we will refund any sums you have paid in advance for the Vehicle in respect of the period after you end the agreement.  
 (8.2) 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 delay supply of the Vehicle until you have paid us the outstanding amounts (including interest and storage charges).

### (9) Your right to end the agreement

(9.1) This clause 9.1 only applies to consumer sales. Consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business or profession. If you have entered this agreement without any face to face contact with us or anyone acting on our behalf, or it has been completed off our trade premises, then unless the Vehicle has been made to your specifications or has been personalised, you may cancel your agreement to purchase the Vehicle during the cancellation period without having to give a reason and without any further liability. The cancellation period begins when the agreement is entered into, and ends after 14 days after the day that the Vehicle is delivered to you or the day 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 model Cancellation Form found at [www.inchcape.co.uk/terms](http://www.inchcape.co.uk/terms) 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. If you cancel the agreement under this clause 9.1 you must cease using the Vehicle immediately and return it without undue delay to the place of purchase stated on the front of this agreement or make the Vehicle available for us to collect. You must pay the costs of return or collection. Following the Vehicle's return we shall refund you in full within 14 days, save we may charge you for any diminished value of the Vehicle resulting from the handling of it (other than which is necessary to establish the nature, characteristics and functioning of the Vehicle).

(9.2) In any other case, you may end this agreement as long as we have not delivered the Vehicle. Unless you are ending the agreement for one of the reasons in clause 9.3, we may charge you reasonable compensation for doing this, which will reflect the net costs we incur as a result of your cancellation.

(9.3) You may end this agreement before the Vehicle has been delivered and we will refund you in full if: (a) we have told you about a 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 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 agreement because of something we have done wrong.  
 (9.4) If you end the agreement after the Vehicle is in the process of being delivered 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. Unless you are ending the agreement for one of the reasons in clause (9.3), you must pay the reasonable costs of return or collection.  
 (9.5) To exercise the right to cancel or to end your agreement under this clause 9, you must tell us of your decision to cancel or end the agreement by a clear statement (for example a letter sent by post or e-mail) to the address on the front of this agreement. For cancellation under clause 9.1 you may use the model Cancellation Form found at [www.inchcape.co.uk/terms](http://www.inchcape.co.uk/terms), but, under you do not need to do so. To meet the cancellation deadline in clause 9.1, it is enough 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.

### (10) our right to end the agreement

(10.1) We may end the agreement for the Vehicle at any time by writing to you if:  
 (10.1.1) 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;  
 (10.1.2) You do not, within a reasonable time, allow us to deliver the Vehicle to you or collect it from us;  
 (10.1.3) You do not provide us with the information we require (see clause 7); or  
 (10.1.4) Any of the circumstances listed in Clause 2.1 apply.  
 (10.2) If we end the agreement 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 agreement. 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 we have ended the agreement.

### (11) If you have a problem with your vehicle

(11.1) If there is a problem with the Vehicle, please let us know straight away.  
 (11.2) We are under a legal duty to supply the Vehicle in conformity with this agreement. For detailed information, please contact the Citizens' Advice Bureau. If you wish to exercise a right 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.  
 (11.3) 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 the terms and conditions contained in that warranty or guarantee which shall be given separately to this agreement. 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

(12.1) We may agree to accept a Part Exchange Vehicle as part of the Purchase Price. If so, then:  
 (12.1.1) (i) 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 (except for 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 (to the best of your knowledge); and (d) the mileage shown on the odometer of the Part Exchange Vehicle is correct (to the best of your knowledge);  
 (12.1.2) (ii) 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;  
 (12.1.3) (iii) 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 financial 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 that excess. In relation to any finance agreement which relates to the Part Exchange Vehicle, it is your responsibility to make any final outstanding payments outside of the settlement figure used in the valuation;  
 (12.1.4) (iv) If the Part Exchange Vehicle is delivered to us in a worse condition or with an unreasonable increase in mileage or 30 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

(13.1) 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 (instead of you buying the Vehicle from us). The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be interpreted accordingly.  
 (13.2) Upon the purchase of the Vehicle by such finance company, the provisions of this agreement relating to the Part Exchange Vehicle (if any) will continue to be effective but we will, on your behalf, account for the Part Exchange Allowance and any deposit paid under this agreement to the order of such finance company.

### (14) Your examination of used Vehicles

(14.1) Unless you buy the vehicle via distance means, you agree that before signing this agreement you have noted the age and mileage of the Vehicle, you have been given the option to test drive and you have 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. You accept that we are not liable for defects we have brought to your attention or which you should have reasonably noted during the examination of the Vehicle.

### (15) Use of personal information

(15.1) We will use your personal information to process payment and supply the Vehicle to you. If you seek our assistance in obtaining finance, we will pass your personal information to the finance company. We would like to be able to contact you from time to time with information about products and services relating to vehicles, parts or merchandise offered by us. We have recorded your initial preferences for contact methods. If you change your mind you can withdraw your consent at any time, including the use of the 'unsubscribe' option in the communications you may receive. To find out more about how we use your data and your data rights you can view our Privacy Notice at [www.inchcape.co.uk/privacy-policy](http://www.inchcape.co.uk/privacy-policy).

### (16) Other important terms

(16.1) This agreement is between you and us. No other person shall have any rights to enforce any of its terms.  
 (16.2) 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.  
 (16.3) If we delay in enforcing this agreement, 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 agreement, you still have to do those things and it will not prevent us from taking steps against you at a later date.  
 (16.4) These terms are governed by English law and you can bring legal proceedings about the Vehicle in the English courts.

These terms set out all of the important information about your purchase. You can find these terms, a Cancellation Form, Customer Checklist and our Alternative Disputes Resolution Policy at [www.inchcape.co.uk/terms](http://www.inchcape.co.uk/terms).

#### (1) DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement, unless the context requires otherwise, the following words have the following meanings:
- (1.1.1) You/Your: The customer described on the front of this agreement;
- (1.1.2) We/Us/Our: a general manager, business manager, sales manager or sales controller at/or the Inchcape company described on the front of this agreement;
- (1.1.3) Cleared Funds: funds received in our account that are available for withdrawal. The delay in becoming Cleared Funds will depend on the payment method you choose. See Customer Checklist for details;
- (1.1.4) Delivery Cost: the cost of delivery as set out on the front of this agreement;
- (1.1.5) Manufacturer: the manufacturer of the Vehicle;
- (1.1.6) Part Exchange Allowance: the value attributable to the Part Exchange Vehicle (if any) as detailed on the front of this agreement;
- (1.1.7) 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 agreement 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;
- (1.1.8) Vehicle: the vehicle to be purchased by the Customer described on the front of this agreement.

#### (2) Our Agreement with you

- (2.1) This agreement will not become binding until we have confirmed in writing that we are able to provide you with the Vehicle. If we are unable to provide you with the Vehicle at any time before delivery, we will tell 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 a legal agreement with the Manufacturer, or any applicable law or regulation; (iv) we have reasonable grounds to suspect (or we are expressly aware) that you are a reseller of motor vehicles.

#### (3) Your right to make changes before delivery

- (3.1) 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. 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 right to make changes before delivery

- (4.1) If, prior to delivery, the Manufacturer, importer or other supplier of the Vehicle (or any part of it) increase the recommended price, we will tell you of the change to the Purchase Price and, if you do not agree to the change, you may end the agreement within 5 working days of being notified of the change and receive a full refund before the changes take effect (see clause 9).
- (4.2) If we are unable to supply any accessory (factory fitted or otherwise) for the Vehicle, we will tell you and within 5 working days of being notified of the change, you may: (a) end the agreement 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 agreement and reduce the Purchase Price by the price of that accessory. If we do not hear from you within 5 working days, we will make that choice for you.

#### (5) Delivery

- (5.1) We will tell you, within 30 days of you placing your order, when we expect the Vehicle to be ready for delivery. This is not a guaranteed delivery date. There may be reasons why this estimated delivery date will be delayed.
- (5.2) When the Vehicle is ready for delivery, we will contact you to agree a delivery date, which must be within 14 days. We will deliver the Vehicle to either the dealership or your home address for the Delivery Cost. We will only deliver the Vehicle if we are in receipt of Cleared Funds and the necessary information contained in our Customer Checklist has been provided to us within the required time.
- (5.3) If we are unable to contact you to arrange delivery of the Vehicle, we may end the agreement in accordance with clause 10. 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 our reasonable storage costs or we may end the agreement (see clause 10).
- (5.4) If 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. So long as we do this, we will not be responsible for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund of any monies paid by you and we will have no further responsibility to you.
- (5.5) 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.
- (5.6) If no one is available at your address to take delivery, we will leave you a note telling you of how to rearrange delivery and at what cost. If you do not collect the Vehicle from us as arranged or, after a failed delivery, you do not re-arrange delivery, we will contact you for further instructions and may charge you for our reasonable 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 agreement (see clause 9).
- (5.7) If we miss an agreed delivery deadline for the Vehicle, and either (a) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or (b) you told us before we accepted your order that delivery within the delivery deadline was essential, then you may treat the agreement as at an end straight away (see clause 9). If you do not wish to treat the agreement 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

- (6.1) 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, collects it from us. You own the Vehicle once we have received the Purchase Price in full.

#### (7) Missing or incorrect information

- (7.1) The order form and Customer Checklist set out the information we need from you so that we can supply the Vehicle. If you give us incomplete or incorrect information, we may either end the agreement (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) Delaying the supply of the Vehicle

- (8.1) We may have to delay 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 delaying supply of the Vehicle, unless the problem is urgent or an emergency. If we tell you that the delay will be for a period of more than 21 days, you may contact us to end the agreement for the Vehicle and we will refund any sums you have paid in advance for the Vehicle in respect of the period after you end the agreement.
- (8.2) 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 delay supply of the Vehicle until you have paid us the outstanding amounts (including interest and storage charges).

#### (9) Your right to end the agreement

- (9.1) You may end this agreement as long as we have not delivered the Vehicle and you have not paid for it. Unless you are ending the agreement for one of the reasons in clause 9.2, we may charge you reasonable compensation for doing this, which will reflect the net costs we incur as a result of your cancellation.
- (9.2) You may end this agreement before the Vehicle has been delivered and we will refund you in full if: (a) we have told you about a 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 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 agreement because of something we have done wrong.
- (9.3) If you end the agreement after the Vehicle is in the process of being delivered 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. Unless you are ending the agreement for one of the reasons in clause 9.2 you must pay the costs of return or collection.
- (9.4) To end your agreement under this clause 9, you must tell us of your decision to end the agreement by a clear statement (for example a letter sent by post or e-mail) to the address on the front of this agreement.

#### (10) Our right to end the agreement

- (10.1) We may end the agreement for the Vehicle at any time by writing to you if:
- (10.1.1) 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;
- (10.1.2) You do not, within a reasonable time, allow us to deliver the Vehicle to you or collect it from us;
- (10.1.3) You do not provide us with the information we require (see clause 7); or
- (10.1.4) Any of the circumstances listed in clause 2.1 apply.
- (10.2) If we end the agreement 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 agreement. 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 we have ended the agreement.

#### (11) If you have a problem with the Vehicle

- (11.1) If there is a problem with the Vehicle or any part of the Vehicle, please let us know straight away.
- (11.2) 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 the terms and conditions contained in that warranty or guarantee which shall be given separately to this agreement. 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

- (12.1) We may agree to accept a Part Exchange Vehicle as part of the Purchase Price. If so, then:
- (12.1.1) (i) 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 (except for 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;
- (12.1.2) (ii) 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;
- (12.1.3) (iii) 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 that excess. In relation to any finance agreement which relates to the Part Exchange Vehicle, it is your responsibility to make any final outstanding payments outside of the settlement figure used in the valuation;
- (12.1.4) (iv) If the Part Exchange Vehicle is delivered to us in a worse condition or with an unreasonable increase in mileage or 30 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) Our liability for loss

- (13.1) Except to the extent we are unable to exclude or limit our liability, we are not responsible or liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any agreement between us.
- (13.2) Our total liability to you for all other losses arising under or in connection with any agreement between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the Purchase Price.

#### (14) Your examination of used Vehicles

- (14.1) Unless purchased unseen, you agree that before signing this agreement you have noted the age and mileage of the Vehicle, you have been offered the opportunity to test drive and have 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. You accept that we are not liable for defects we have brought to your attention or which you should have reasonably noted during the examination of the Vehicle.

#### (15) Finance arrangements

- (15.1) 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 (instead of you buying the Vehicle from us). The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be interpreted accordingly.
- (15.2) Upon the purchase of the Vehicle by such finance company, the provisions of this agreement relating to the Part Exchange Vehicle (if any) will continue to be effective but we will, on your behalf, account for the Part Exchange Allowance and any deposit paid under this agreement to the order of such finance company.

#### (16) Use of personal information

- (16.1) To find out how we use your data and your data rights you can view our Privacy Notice at [www.inchcape.co.uk/privacy-policy](http://www.inchcape.co.uk/privacy-policy).

#### (17) Other important terms

- (17.1) This agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- (17.2) 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.
- (17.3) If we delay in enforcing this agreement, 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 agreement, you still have to do those things and it will not prevent us from taking steps against you at a later date.
- (17.4) These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- (17.5) These terms are governed by English law and you can bring legal proceedings about the Vehicle in the English courts.