

## TERMS AND CONDITIONS CONSUMER TRANSACTIONS

Nothing herein contained is intended to affect, nor will it affect, a consumer's statutory rights under the Sale of Goods Act 1979, the Unfair Contract Terms Act 1977 or any amendment thereof.

1. This order and any allowance in respect of a used motor vehicle offered by the Purchaser are subject to acceptance and confirmation in writing by the Seller.
2. (a) The Seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay in delivery. (The Seller shall not be obliged to fulfil orders in the sequence in which they are placed.)  
  
(b) If the Seller shall fail to deliver the goods within 21 days of the estimated date of delivery stated in this contract the Purchaser may by notice in writing to the Seller require delivery of the goods within 7 days of receipt of such notice. If the goods shall not be delivered to the Purchaser within the said 7 days the contract shall be cancelled.
3. If the goods to be supplied by the Seller are new, the following provisions shall have effect: (a) this agreement and the delivery of the goods shall be subject to any terms and conditions which the Manufacturer or Concessionaire may from time to time lawfully attach to the supply of the goods or the re-sale of such goods by the Seller, and the Seller shall not be liable for any failure to deliver the goods occasioned by his inability to obtain them from the Manufacturer or Concessionaire or by his compliance with such terms or conditions. A copy of the terms and conditions currently so attached by the Manufacturer or Concessionaire may be inspected at the Seller's Office:  
  
(b) the Seller undertakes that he will ensure that the pre-delivery work specified by the Manufacturer or Concessionaire is performed and that he will use his best endeavours to obtain for the Purchaser from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by him to the Seller or to the Purchaser in respect of the goods and, save in the case of consumer sales (as defined by the Sale of Goods Act 1979) all statements conditions or warranties as to the quality of the goods or their fitness for any particular purpose whether express or implied by law or otherwise are hereby expressly excluded.  
  
(c) notwithstanding the sum for Value Added Tax specified in the order, the sum payable by the purchaser in respect thereof shall be such sum as the seller becomes legally liable for at the time the taxable supply occurs.  
  
(d) if after the date of this order and before delivery of the goods to the Purchaser the Manufacturer's or Concessionaire's recommended price for any of the goods shall be altered, the Seller shall give notice of any such alteration to the Purchaser, and  
  
(i) in the event of the Manufacturer's or Concessionaire's recommended price for the goods being increased the amount of such increase which the Seller intends to pass to the Purchaser shall be notified to the Purchaser. The Purchaser shall have the right to cancel the contract within 14 days of the receipt of such notice. If the Purchaser does not give such notice as aforesaid the increase in price shall be added to and become part of the contract price;  
  
(ii) in the event of the recommended price being reduced the amount of such reduction, if any, which the Seller intends to allow to the Purchaser shall be notified to the Purchaser. If the amount allowed is not the same as the reduction of the recommended price the Purchaser shall have the right to cancel the contract within 14 days of the receipt of such notice

(e) in the event of the Manufacturer of the goods described in the order ceasing to make goods of that type, the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser. cancel the contract.

4. (a) If the vehicle to be supplied is used, it is supplied as roadworthy at the date of delivery and in the case of consumer sales (as defined by the Sale of Goods Act 1979):

(i) is sold subject to any conditions or warranties that are implied by the Sale of Goods Act 1979 or any amending statute;

(ii) prior to signing this order form the purchaser shall examine the vehicle and the items set out in the Purchaser's Certificate of Examination overleaf and the purchaser is reminded that the condition of merchantable quality implied by Section 5 of the Sale of Goods Act 1979 does not operate in relation to such defects which that examination ought to reveal. Should the goods be sold also subject to defects notified by the Dealer to the Purchaser before signing the agreement, the condition of merchantable quality above referred to does not operate in relation to those defects.

(b) Save in the case of consumer sales (as defined) all statements, conditions or warranties as to the quality of the goods or their fitness for any purpose whether expressed or implied by law or otherwise are hereby expressly excluded.

5 If the contract be cancelled under the provisions of clauses 2, 3 or 4 hereof the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.

6 If the Purchaser shall fail to take and pay for the goods within 14 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Purchaser and thereupon the deposit shall be forfeited without prejudice to the Seller's right to recover from the Purchaser by way of damages any loss or expense which the Seller may suffer or incur by reason of the Purchaser's default.

7. (a) The goods shall remain the property of the Seller until the price has been discharged in full. A cheque given by the Purchaser in payment shall not be treated as a discharge until the same has been cleared.

(b) The risk in relation to the goods shall pass to the Buyer on delivery and the Seller may maintain an action for the price of the goods notwithstanding that it retains ownership of the goods.

8 Where the Seller agrees to allow part of the price of the goods to be discharged by the Purchaser delivering a used motor vehicle to the Seller, such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed to be delivered and accepted, as part of the sale and purchase of the goods and upon the following further conditions:

(a) (i) that such used vehicle is the absolute property of the Purchaser and is free from all encumbrances;

or (ii) that such used vehicle is the subject of a hire purchase agreement or other encumbrance capable of cash settlement by the Seller, in which case the allowance shall be reduced by the amount required to be paid by the Seller in settlement thereof;

(b) that if the Seller has examined the said used vehicle prior to his confirmation and acceptance of this order, the said used vehicle shall be delivered to him in the same condition as at the date of such examination (fair wear and tear excepted);

(c) that such used vehicle shall be delivered to the Seller on or before delivery of the goods to be supplied by him hereunder, and the property in the said used vehicle shall thereupon pass to the Seller absolutely;

(d) that without prejudice to (c) above such used vehicle shall be delivered to the Seller within t4 days of notification to the Purchaser that the goods to be supplied by the Seller have been completed for delivery;

(e) that if the goods to be delivered by the Seller through no default on the part of the Seller shall not be delivered to the Purchaser within 30 days after the date of this order or the estimated delivery date, where that is later, the allowance on the said used vehicle shall be subject to reduction by an amount not exceeding 2Vrok for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the Purchaser of the goods. In the event of the non-fulfilment of any of the foregoing conditions, other than (e) the Seller shall be discharged from any obligation to accept the said used vehicle or to make any allowance in respect thereof, and the Purchaser shall discharge in cash the full price of the goods to be supplied by the Seller.

9. Any notice given hereunder 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. Notwithstanding the provisions of this agreement the Purchaser shall be at liberty before the expiry of 7 days after notification to him that the goods have been completed for delivery to arrange for a finance company to purchase the goods from the Seller at the price payable hereunder. Upon the purchase of the goods by such finance company, the preceding clauses of this agreement except clause 3(b) shall cease to have effect, but any used vehicle for which an allowance was thereunder agreed to be made to the Purchaser shall be bought by the Seller at a price equal to such allowance, upon the conditions set forth in clause 8 above (save that in (c), (d) and (e) thereof all references to "delivery" or "delivered" in relation to "the goods" shall be construed as meaning delivery or delivered by the Seller to or to the order of the finance company) and the Seller shall be accountable to the finance company on behalf of the Purchaser for the said price and any deposit paid by him under this agreement.<sup>2</sup>