TERMS AND CONDITIONS

If you are purchasing as a consumer nothing in these terms and conditions will reduce your statutory rights relating to faulty and mis-described
goods provided.

If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizens Advice Bureau.

1. This order and any allowance in respect of a used motor vehicle offered in part exchange by you is subject to acceptance by us
2. The motor vehicle is sold as roadworthy or subject to any defects notified by us to you and accepted by you, at the date of delivery and if any fault occurs you have the right to rely on your statutory rights. If you have any doubts about your statutory rights under the Sale of Goods Act 1979 or otherwise, please contact your local Trading Standards Department or Citizens Advice Bureau.
3. Any accessories fitted or supplied by us (Dealer Fitted) will be entitled to the benefit of any warranty given by the manufacturer of those accessories.
4.
    a. We will try to ensure delivery of goods ("goods" in these Terms and Conditions is defined as our sales to you), by the estimated delivery date. Except, where delay is caused by circumstances beyond our control you will be entitled to cancel the contract and receive repayment of your deposit if delivery has not taken place within 28 days of estimated delivery date unless you have agreed otherwise, orally or in writing to accept late delivery. Where delay is caused by circumstances beyond our control we will not be liable for any damages related to the delay and in these circumstances we will contact you and agree an alternative date for delivery or you may cancel the contract, in which case any deposit paid by you shall be returned in full.
    b. If the Manufacturer of the goods described in the contract stops making goods of that type, we may (whether estimated delivery date has arrived or not) give you written notice to cancel the contract. Any deposit you have paid to us will be returned in full.
5. If you fail to take and pay for the goods within 21 days of notification that the goods are available for delivery, we may treat the contract as cancelled and keep any deposit paid by you.
6. The goods shall remain our property until the price has been paid in full. Where payment is made by cheque the goods will remain our property until the cheque has cleared. The proceeds of any goods sold by you prior to the cheque having cleared are to be held by you in trust for us. The risk in goods passes to you when you take delivery.
7. If the goods to be supplied by us are new, the following provisions shall have effect:
    a. We undertake to ensure that the pre-delivery work (factory fitted) specified by the Manufacturer or Importer is carried out and that we will use our best endeavours to obtain for you from the Manufacturer or Importer the benefit of any warranty or guarantee given by them to us. These warranties or guarantees are in addition to and not in replacement of any warranties given to you by us.
    b. No allowances can be made for any part of the standard equipment supplied with the motor vehicle which you do not wish to take.
    c. If, after the date of this order and before delivery of the goods to you, the Manufacturer's or Importer's recommended price for any goods is changed, we shall give notice of any change to you and:
        (i) If the Manufacturer's or Importer's recommended price for the goods is increased you will be notified of the amount of the increase we intend to pass on to you. You have the right to cancel the contract within 14 days of receipt of this notification. If you do not cancel the contract the increase in price shall be added to and become part of the contract price.
        (ii) If the recommended price is reduced you will be notified of the amount of the reduction we intend to pass on to you. If the amount passed on to you is not the same as the reduction of the recommended price you have the right to cancel the contract within 14 days of the receipt of this notification. If you do not cancel the contract the reduced price will be the contract price.

d) If you cancel the contract because of a price change notified by us to you, any deposit which you have paid to us will be returned to you.

8. When we accept a used motor vehicle as part payment you agree that:
   a)
      (i) you are the legal owner and
      (ii) no outstanding credit is owed on it. If there is an outstanding credit the amount of money we give you will be reduced by the equivalent of the amount of the outstanding credit.
   b) our acceptance of your offer in relation to the part payment is only valid if your used motor vehicle is delivered in the same condition as when we examined it.
   c) you must deliver your used motor vehicle to us on or before the day you collect your goods from us. From the day you deliver it to us we are the legal owners. If conditions 8a) to d) are not met we will not accept your used motor vehicle and you will pay the full price for your goods.
9. Any correspondence to you will be sent by normal post rather than registered delivery. To the address you have given overleaf.
10. If you arrange for a finance company to purchase the goods from us and if you have offered and we have accepted your used motor vehicle as part payment, we shall tell the finance company how much money has been agreed by us to be deducted from the price of the purchased goods for the used vehicle and what deposit you have paid to us.
11. Should either you or we not strictly enforce any obligation under this agreement at any time, this will not prevent that obligation being enforceable at a later date.