

VEHICLE SALE & ORDER TERMS & CONDITIONS

1. (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 3 months 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 14 days of receipt of such notice. If the goods shall not be delivered to the Purchaser within the said 14 days the contract shall be cancelled.
 2. 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 resale 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 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 (as amended) 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 notice as aforesaid the increase in price shall be added to and become the 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.
 3. If the contract is cancelled under the provisions of clauses 1 or 2 hereof the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.
 4. 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 there upon 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.
 5. Where the Seller agrees to allow part of the price of the goods to be discharged by the Purchase and delivering of 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 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 vehicles shall be delivered to the Seller within 14 days of notification to the Purchaser that goods 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 3% for each completed period of 30 days to the date of delivery to the Purchase 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.
 6. Any notice required or permitted to be given by one of the parties to the other under these Conditions shall be in writing and shall be delivered by hand or sent recorded delivery post to the address of the addressee set out in this agreement or to such address that the addressee may have from time to time notified for the purposes of this clause.
 7. 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 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 5 above (save that in (c), (d) and (e) there 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:
 8. (a) The acceptance by the Seller of any orders for goods shall constitute an agreement to sell the goods and not be a sale of them and no title to the said goods shall pass to the Purchaser by reason of delivery or acceptance of the same
(b) The Seller shall remain the full and absolute owner of the goods until such time as the total indebtedness of the Purchaser to the Seller (whether due under this contract or any other contract and whether paid in money or money and ownership of a vehicle free from encumbrances if part exchange has been agreed) shall have been repaid to the Seller by the Purchaser in full
(c) Goods subject to any agreement by the seller to sell shall be at risk of the Purchaser as soon as they are delivered to the Purchaser's premises or otherwise to his order
(d) The purchaser's rights to possession of the goods shall cease at whichever is the earliest of the following dates:
 - (i) If he, not being a company, enters into any composition arrangement with his creditors, has a bankruptcy order made against him, becomes subject to an application for an interim order under Section 253 Insolvency Act 1986 or has an interim receiver of his property appointed under Section 286 Insolvency Act 1986;
 - (ii) If the Purchaser, being a company, becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986, is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over the undertaking or assets or income or any part of it has passed a resolution for its winding up or has petition presented to any court for its winding up or for an administration order.
 - (e) Notwithstanding clause (d) the Purchaser shall not apply to the Court under Section 28(1) of the Insolvency Act 1985 for the appointment of an administrator without giving 14 days notice to the Seller from the date of the said notice, the Purchaser shall not be entitled to remain in possession of any of the Seller's goods. The appointment of an administrator, without the aforesaid notice shall be deemed to be a fundamental breach of contract.
 - (f) The Seller may, for the purpose of recovery of its goods enter upon the premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
 - (g) The Purchaser shall be at liberty to sell the Seller's goods at any price not less than the price agreed between the Seller and the Purchaser. If he sells on his own account he shall sell as agent and bailee of the Seller in law and in equity and shall hold the proceeds thereof in trust for the Seller and shall not mingle the proceeds with other monies and shall not pay the cheque or cash therefore into an overdrawn bank account. He shall open a fiduciary account with his banker and advise them that he holds the entire proceeds of sale to a sub-purchaser as trustee of the Seller and that not until the payment to the Seller of the total indebtedness of the Purchaser to the Seller shall he be entitled to transfer any profits thereof to any other accounts. The Seller shall be entitled to any interest earned on the fiduciary account.
 - (h) The Purchaser shall be at liberty to hire out or otherwise deal with the Seller's goods but he may only do so as agent and bailee of the Seller in law and in equity. Any proceeds or monies received will be held on the same terms that apply for the holding of sale proceeds under clause (g).
 - (i) If a receiver is appointed to the Purchaser and at the time thereof the Purchaser shall not have received the proceeds of sale, the Purchaser or the receiver, as agent for the Purchaser shall assign to the Seller within 7 days all rights against the person or persons to whom the goods have been sold or to whom any interest in the goods has been granted.
9. If the Purchaser has chosen to use a subcontractor to supply goods and/or services in connection with this order, then the following provisions shall have effect:
 - (a) the sub-contractor(s), and the goods and services being supplied by them, have been chosen by the Purchaser and have not been inspected or otherwise recommended or endorsed by the seller;
 - (b) the Seller has not made or given and does not make or give any representation, condition or warranty about the quality, fitness or correspondence with description of the goods and services and all such representations, conditions and warranties whether express or implied by law are excluded;
 - (c) no liability except for death or personal injury resulting from the negligence of the Seller will attach to the Seller in contract or tort for loss, injury or damage sustained by reason of any defect in the goods or services whether latent or apparent and however caused.
10. If the goods supplied by the Seller are used and the Purchaser is not a consumer, all conditions, warranties, stipulations or other statements, whether express or implied by statute relating directly or indirectly to the fitness for purpose, performance, use or quality of the used goods are hereby expressly excluded.
11. Notwithstanding delivery and the passing of risk in the Goods, the title in the Goods shall not pass to the Purchaser until the total price owed has been discharged in full.

Consumer Transactions: Nothing in these terms and conditions is intended to affect, nor will affect, a Consumer's statutory rights under the Sale of Goods Act 1979, the Consumer Credit Act or the Unfair Contract Terms Act 1977 or any amendments thereof.