



Nov 2019

## TERMS & CONDITIONS OF VEHICLE SALE NEW & USED

1. Contract between the Seller (Rentals Direct) and the buyer.

1.1. The vehicle invoice for the sale of a motor vehicle and accessories, if any, ("the Goods") by us, *Rentals Direct Ltd* ("the Seller") at the agreed price ("the Total Retail Price") and any allowance in respect of a used motor vehicle offered by you ("the Buyer") incorporates the following clauses to form the contract between us.

1.2. The vehicle invoice (except where varied by an express agreement between the parties which is recorded in writing and signed by an authorised representative of the Seller) shall constitute the entire contract between the parties.

2. Delivery/Collection

2.1. The Seller will use its reasonable endeavours to secure a delivery/collection date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller.

2.2. The Goods may be delivered by the Seller or its agent in advance of the estimated delivery date, if any, upon giving 14 days prior notice to the Buyer.

2.3. Delivery/Collection shall be deemed to have been made on the date that the Goods are made available for collection by the Buyer and the Seller has given notice to the Buyer that the Goods are ready for collection from Rentals Direct Tibenham NR16 1PH. The Goods will be physically delivered by the Seller to the Buyer only where agreed by the Seller and at the Buyer's cost.

2.4.1 The Seller may at any time cancel the contract if the manufacturer ceases to make the Goods or if the manufacturer ceases to supply the Goods to the UK market (new vehicles only).

2.4.2 If the Seller is unable to supply any option or accessory, whether factory fitted or otherwise, the Seller may at its discretion either substitute a reasonable equivalent or delete the option or accessory from the contract. If any accessory is deleted the purchase price shall be adjusted by the price. The inability of the Seller to supply an option or accessory shall not constitute a breach of contract or entitle the Buyer to reject the Goods.

### 3. Price and Payment

3.1. The Goods will remain the property of the Seller and the Buyer shall not be permitted to collect the Goods until the Total Vehicle Price set out on the vehicle invoice has been discharged in full (without set-off or counterclaim). A cheque given by the Buyer in payment or part payment shall not be treated as a discharge until such cheque has been cleared through the Buyer's bank and time of payment shall be of the essence.

3.2. In the event that the Buyer arranges for a finance company to purchase the Goods from the Seller at the Total Vehicle Price payable the Seller shall not release the Goods until the Total Vehicle Price has been discharged in full, including receipt of cleared funds from the said finance company.

### 4. Part Exchange

4.1. Where the Seller agrees to allow part of the purchase price of the Goods to be paid by the Buyer delivering a used vehicle to the Seller, such allowance is agreed to be given and received and such used vehicle is agreed to be delivered and accepted as part of the sale and purchase of the Goods subject to the condition that when such used vehicle is delivered to the Seller after examination by the Seller, the used vehicle shall be delivered in the same condition as when originally examined subject only to fair wear and tear and provided always that either:-

4.1.1. The used vehicle for which the Buyer receives such allowance must be his or her property absolutely and not the subject of any hire purchase agreement or other legal encumbrance whatsoever; or

4.1.2. If such used motor vehicle shall be the subject of a hire purchase transaction then such hire purchase transaction must be capable of early settlement by the Seller and the Total Retail Price due to the Buyer shall be reduced by the amount of such settlement.

### 5. Failure to collect goods

5.1. If the Buyer shall fail to take and or pay for the Goods within fourteen days from date of the confirmed order, the Seller shall be at liberty to treat the contract as repudiated by the Buyer, and thereupon the agreed deposit shall be forfeited and any sums paid, by the Buyer, shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which the Seller may have suffered or incurred by reason of the Buyer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and the Seller shall be under no further liability to the Buyer.

5.2. The Seller may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause). This clause 5 shall be in addition to and without prejudice to the Seller's right to recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Buyer's default.

## 6. New Goods

6.1. The delivery of the New Goods shall be subject to any terms and conditions of the manufacturer/concessionaire regarding the supply or resale of the Goods by the Seller and the Seller shall not be liable for any failure or delay caused by or resulting from the Seller's compliance with such terms and conditions.

6.2. If, after the date of this contract, the manufacturer's or concessionaire's recommended retail price for any of the Goods shall be increased at any time or times before delivery of the Goods to the Buyer, the Seller may give notice of any such increase to the Buyer in which event the Buyer shall pay to the Seller the amount of the addition or additions to such price, unless within fourteen days after receipt of such notice he gives notice to the Seller that he declines to do so, in which case the Seller shall have the option by notice in writing to the Buyer to cancel this contract subject to the deposit being returned to the Buyer. If no notice is received by the Seller from the Buyer within such period then the Buyer shall be bound to purchase the Goods at the increased price.

6.3. In the event of the manufacturer of the Goods above described ceasing to make a vehicle of that type (whether the estimated date of delivery has arrived or not) the Seller shall be at liberty to declare this contract to be at an end and return the deposit to the Buyer without any further liability on his part. The Seller will, however, use reasonable endeavours to offer to the Buyer another vehicle of a similar type but the Buyer shall be under no obligation to accept such vehicle.

6.4. In the event that the Goods were not originally supplied via the manufacturer's official distributor for the United Kingdom the Buyer accepts that the specification may vary from the British specification.

6.5. In the event that the manufacturer is unable to accept the order for the Goods then the Seller may, by notice in writing to the Buyer cancel the contract. Upon such cancellation any deposit paid by the Buyer shall be returned and the Seller shall be under no further liability to the Buyer.

## 7. Examination of Goods and Reliance

7.1. Prior to signing the vehicle order form the Buyer shall examine the Goods to be purchased (if such are available for inspection) and the Buyer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by the Seller to the Buyer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

7.2. The Buyer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the Seller's skill or knowledge regarding the Goods' fitness for any particular purpose or use.

## 8. Claims

8.1. Without prejudice to the terms of the manufacturer's warranty, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to the Seller, the Seller shall be entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Buyer the price of the Goods (or a proportion part of the price), but the Seller shall have no further liability to the Buyer.

## 9. Warranty

9.1. If the Goods are new and described in any price list of the manufacturer or concessionaire, the Seller undertakes to assist the Buyer in obtaining from such manufacturer or concessionaire the benefit of any warranty or guarantee given by him to the Seller in respect of the Goods.

9.2. The Seller shall use all reasonable endeavours to pass the benefit of any manufacturer's warranty on to the Buyer.

9.3. In the case of the Goods being a used vehicle, the Seller shall transfer to the Buyer the unexpired portion of the manufacturer's warranty and offer NO additional warranty period over and above the manufacturer's warranty. The Buyer acknowledges that in the case of the Goods being a used vehicle the Goods will be sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and subject to paintwork and/or bodywork repairs that may have been carried out to it.

## 10. Internet & Off Premises Contracts

10.1. In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 , if the Buyer entered into this contract (1) without face-to-face contact with the Seller or (2) after placing an order during the simultaneous physical presence of the Buyer and Seller at a place which is not the Seller's premises or (3) by a distance communication immediately after the Buyer was addressed during the simultaneous physical presence of the Buyer and the Seller at a place which is not the Seller's premises then the Buyer may cancel the contract without giving any reason up to 14 days after the day upon which the Buyer (or anyone on the Buyer's behalf) takes possession of the Goods.

10.2. On cancellation the Buyer shall return the Goods to the Seller at the Buyer's expense without undue delay and in any event not later than 14 days after the day on which the Buyer advises the Seller of the cancellation at the Buyer's cost. On cancellation the Seller shall reimburse to the Buyer all payments received from the Buyer including any delivery costs.

10.3. If the value of the Goods is diminished because of the Buyer handling the Goods, the Seller may recover that amount from the Buyer and the Seller can deduct this amount from the amount of the reimbursement provided for under these Terms and Conditions. The Seller will normally view any alteration, modification or personalisation of the Goods or driving for in excess of 100 miles as going beyond what is necessary to establish to nature, characteristics and functioning of the Goods.

10.4. If the Goods are made to the Buyer's specifications or clearly personalised then the Buyer does not have the right to cancel the contract.

## 11. Faulty/Defective Claims

11.1. Without prejudice to clause 8 above any claim by the Buyer which is based on any defect in the quality or condition of the vehicle on delivery/collection or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of collection of the Goods or the date of refusal of delivery as the case may be or (where the defect or failure is not apparent upon reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller as above the Buyer shall be deemed to have accepted the Goods.