

1 Basis of sale

1.1 These terms and conditions ("Terms") and your order for the Motor Vehicle as set out overleaf ("Motor Vehicle"), set out the whole agreement between you and Walter E Sturgess and Sons Limited ("us") for the sale of the Motor Vehicle. Please check that the details on the order are complete and accurate before you commit yourself to the contract.

1.2 Please ensure that you read and understand these Terms before you sign the order overleaf. Nothing in these Terms will reduce a consumer's statutory rights relating to faulty or misdescribed Motor Vehicle. For further information about your statutory rights as a consumer, contact your local Citizens' Advice Bureau or trading standards office.

1.3 Our employees or agents are not authorised to make any representations concerning the Motor Vehicle unless confirmed by us in writing. In entering into the contract to buy the Motor Vehicle you acknowledge that you do not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

1.4 Any advice or recommendation given by us or our employees or agents as to the storage, application or use of the Motor Vehicle which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

1.5 Any advertising we issue, and any descriptions or illustrations contained in our brochures are issued or published solely to provide you with an approximate idea of the Motor Vehicle they describe. They do not form part of the contract between you and us for the sale of the Motor Vehicle.

2 Motor Vehicle

2.1 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.

2.2 If the Motor Vehicle to be supplied by us is new, the following provisions shall have effect:

2.2.1 We undertake to ensure that any pre-delivery work specified by the manufacturer or importer is carried out.

2.2.2 No reduction in price can be made for any part of the Motor Vehicle or any equipment supplied with the Motor Vehicle, which you do not wish to take.

2.2.3 If, after the date of this order and before delivery of the Motor Vehicle to you, the manufacturer's or importer's recommended price for any of the Motor Vehicle is changed, we shall give notice of any change to you and:

(a) if the manufacturer's or importer's recommended price for the Motor Vehicle 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 5 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; or

(b) 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.

2.2.4 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.

2.2.5 After any cancellation period referred to above has expired, you will lose the right to cancel your purchase.

2.3 If the manufacturer of the Motor Vehicle stops making motor vehicles of that type, we may (whether the 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 to you.

3 Warranties and liability

3.1 Where the Motor Vehicle to be supplied by us is new, we will endeavour to pass on the benefit of any manufacturer's warranty.

3.2 We will endeavour to pass on the benefit of any warranty given by the manufacturer of accessories fitted or supplied to you by us.

3.3 Except where the Motor Vehicle is sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

3.4 Where a Motor Vehicle is sold to a person dealing as a consumer, we warrant that, subject to the other provisions of these Terms, on delivery, the Motor Vehicle shall be of satisfactory quality and be fit for any purpose we say the Motor Vehicle is fit for, or for any reasonable purpose for which you use the Motor Vehicle.

3.5 Where we may provide you with a warranty for the sale of a used vehicle, any such warranty period shall be that which is advertised by us at the date of purchase of the used vehicle. We will not be liable for breach of warranty in this clause 3.5 unless written notice of the breach is given to us within the warranty period.

3.6 We shall be under no liability under the warranty in clause 3.5 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal driving/operating conditions, improper use, failure to follow our or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair without our approval.

3.7 Subject to clause 3.6, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

3.8 We shall not be responsible for losses that result from our failure to comply with these Terms including, but not limited to, loss of income, loss of business, or loss of anticipated savings. However, this clause 3.8 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

3.9 This clause does not include or limit in any way our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

4 Part-exchange

4.1 When we accept a used vehicle as part payment you agree that you are the legal owner and that 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.

4.2 Our acceptance of your offer in relation to the part payment is only valid if your used vehicle is delivered in the same condition as when we examined it.

4.3 You must deliver your used vehicle to us on or before the day you collect the Motor Vehicle from us and in any event no later than 14 days after we notify you that the Motor Vehicle is ready for collection. From the day you deliver it to us we are the legal owners.

4.4 If conditions 4.1 to 4.3 are not met, we will not accept your used vehicle and you will pay the full price for the Motor Vehicle.

4.5 If delivery of the Motor Vehicle is delayed through no fault of ours, we may deduct a reasonable amount for depreciation of your used vehicle, based on a trusted source of used car values for each complete 30 day period, beginning 30 days after the estimated delivery date and ending on delivery of your used vehicle to us.

4.6 If you arrange for a finance company to purchase the Motor Vehicle from us, and if you have offered and we have accepted your used 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 Motor Vehicle for the used vehicle and what deposit you have paid to us.

5 Payment

5.1 Subject to clauses 2, 3 and 4, the price of the Motor Vehicle will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your order. Prices are liable to change at any time, but price changes will not affect orders that we have confirmed in writing.

5.2 The price of the Motor Vehicle is exclusive of any applicable value added tax, which you are additionally liable to pay.

5.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England's base lending rate from time to time. This interest shall accrue on a daily basis from the due date until the

date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

5.4 Bank Details for direct transfer to the account of W E Sturgess & Sons Ltd are: Lloyds TSB – Sort code 30 94 97 – Account Number 00648616

6 Delivery

6.1 Delivery of the Motor Vehicle shall be made by you collecting the Motor Vehicle at our premises after we have notified you that the Motor Vehicle is available for collection, or, if we agree some other place for delivery, by us delivering the Motor Vehicle to that place subject to any delivery charges that we may charge. We will try to ensure delivery of the Motor Vehicle by the estimated delivery date (if any) but cannot guarantee the delivery date.

6.2 If you fail to take and pay for the Motor Vehicle within 14 days of notification that the Motor Vehicle is available for delivery, we may treat the contract as cancelled and keep any deposit paid by you.

6.3 We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, non-occurrence, omission or accident beyond our reasonable control and includes, without limitation, strikes, lockouts or other industrial action, terrorist attack, war, fire, explosion, flood, earthquake or other natural disaster or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or where the Motor Vehicle is new, manufacturing delays.

6.4 Where a Force Majeure Event occurs, we reserve the right to alter the date of delivery, or to cancel the contract. If the Force Majeure Event continues for a continued period in excess of three months, you may give us written notice to cancel the contract. Any deposit you have paid to us will be returned to you.

6.5 Except where delay is caused by a Force Majeure Event, you will be entitled to cancel the contract and receive repayment of your deposit if delivery has not taken place within 28 days of the estimated delivery date unless you have agreed otherwise, orally or in writing to accept late delivery.

7 Title and risk

7.1 The Motor Vehicle shall remain our property until the price of the Motor Vehicle has been paid in full. Where payment is made by cheque, the Motor Vehicle will remain our property until the cheque has cleared. The proceeds of any Motor Vehicle re-sold by you prior to the cheque having been cleared are to be held by you in trust for us.

7.2 The risk in the Motor Vehicle passes to you when you take delivery

8. Distance Sale

8.1 If this Agreement has been conducted without any face to face contact between the Dealer and the Customer, or anyone acting on their respective behalves, the Customer may give notice to cancel this contract within 14 days without giving any reason.

8.2 The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, or the last good where you order multiple goods at the same time

8.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by clear statement (e.g a letter sent by post, fax or email) to our address details overleaf. You may use the model cancellation form enclosed with this order form/invoice should you wish. 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.

8.4 If you cancel this contract, we will reimburse to you all payments from you, including the costs of delivery (except from the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us).

8.5 We will make the reimbursement without undue delay, and not later than

- i) 14 days after the day on which we receive the goods back, or
- ii) (if earlier) 14 days after the day on which we receive the goods back, or
- iii) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

8.6 We will make the reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement we may withhold reimbursement until we have received the goods back or you have sent evidence of having sent back the goods, whichever is the earliest.

8.7 You shall send back the goods or hand them over to us at the address overleaf, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will bear the cost of returning the goods.

8.8 You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered until when they are returned to us. You are liable for any diminished value of the goods resulting from the handling other than that what is necessary to establish the nature, characteristics and functioning of the goods

8.9 If you requested to begin the performance of any services during the cancellation period, you shall pay us an amount which is in proportion to what had been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract

9. General

9.1 Any correspondence to you will be sent by normal post rather than registered delivery, to the address you have given on your order.

9.2 Should either party waive their rights under this agreement, they are not deemed to have been waived permanently

9.3 These terms shall be governed by English Law and we both agree to the non-exclusive jurisdiction of the English courts

In the case of purchasing a used vehicle I/We certify that my/our attention has been drawn to the age of the vehicle (as shown) and the fact that any defects may be present on that account and that the terms and conditions above have been drawn to my attention and I have been given adequate time to read them. In addition I/We understand that it is a term of the contract that I/We should examine the vehicle before signing this order form to satisfy myself/ourselves as to its quality and that I/We have carried out such an examination. In particular my/our attention has been drawn to the following items: Tyres, Body and Paintwork, Glass, Interior, Trim and Upholstery and the general condition with respect to its age.

Registered office: Walter E Sturgess & Sons Limited, Austral House, Coventry Road, Broughton Astley, Leicester, LE9 6QD. Registered in England Number 340309.

Walter E Sturgess & Sons Ltd is an appointed representative of Automotive Compliance Ltd which is authorised and regulated by the Financial Conduct Authority (FCA No 497010). Automotive Compliance Ltd's permitted business is to act as Principal for a network of Motor Dealer Appointed Representatives who sell and arrange non-investment insurance contracts, acting on behalf of the insurer. You can check this on the Financial Conduct Register by visiting the website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768