

Terms and Conditions of Sale and Supply



Terms and Conditions of Sale and Supply

These terms and conditions only apply to customers who are consumers within the meaning of the Consumer Rights Act 2015. Nothing in these terms and condition take away or are intended to take away from statutory rights. In the event of any conflict Your statutory right will prevail.

1. Definitions

1.1 Cleared Funds means funds that are received into our bank account that are available for withdrawal.

1.2 Marshall means Motorline Limited (trading as Marshall Approved Used Direct Sales), which is the entity that You are contracting with when You place your Order. Motorline Limited (trading as Marshall Approved Used Direct Sales) is an appointed representative of Marshall Motor Group Limited (which is authorised and regulated by the Financial Conduct Authority with firm reference number 313486). Please see www.marshall.co.uk/site/companies for details of our credit-broking and insurance distribution authorisations.

1.3 Website means www.marshall.co.uk.

1.4 You are the customer ("You" or "Your") who places an Order with us either through our Website, at one of our dealerships, by distance means or in some other way.

1.5 Ancillary products and services includes any product and/or service that you agree purchase from or through us, apart from the Vehicle, and will include paint protection, service plans, warranties, general insurance products and similar.

1.6 Vehicle means any used vehicle that we are selling or supplying to You and is the subject of the Order but not the Part-Exchange Vehicle.

2. Your Order

2.1 When You decide to place an Order (the "Order") with us, the Order together with these terms and conditions comprises Your contract with us. Your purchase details will be contained in an order form (the "Order Form") together with a supplementary order form (a "Supplementary Order Form") (if required) which will be presented to You for authorisation and approval. Before signing or otherwise communicating acceptance of Your Order, please ensure that the Order Form reflects what is agreed.

2.2 Your Order will include the make, model, price and other details relevant to the Vehicle, together with any additional ancillary products and/or services that You have elected to buy.

2.3 When completing Your Order, You are confirming that You are not placing the Order as an intermediary or a reseller. We may, at our sole discretion, refuse to change the customer's details or identity on the Order or register the Vehicle with the DVLA to anyone other than You. Where we reasonably believe that You are a reseller, we may at our discretion and without any liability cancel the Order. In the event of cancellation by us under such circumstances, clauses 2.9 (a) and (b) will apply.

2.4 If You wish to make a change to the Order prior to delivery of the Vehicle, please contact us so we can let You know whether Your request will be possible. If it is, we will let You know about any subsequent changes to the Order, including the price for the Vehicle and delivery. We will ask You whether You want to go ahead with any such changes which will only take effect once confirmed in writing to You from us.

2.5 Should (a) the Vehicle no longer be available; (b) we identify an error in the price or description of the Vehicle in the Order; or (c) some other significant change occurs that is outside our control that materially affects the terms of the contract with You, our ability to supply the Vehicle to You or our ability to comply with any applicable law or regulation, then we may elect to cancel the contract. If we cancel the contract then we will refund any payments to You in full that You have made to us in relation to the Vehicle.

2.6 If, prior to delivery of the Vehicle, the rates of taxation that apply to the Order are changed, we will notify You of such change and You may then either pay the increased rate of taxation or terminate the contract by written notice to us within five days of being notified of the change and receive a full refund of any payments You have made to us in relation to the Vehicle.

2.7 If we are unable to provide any accessory for the Vehicle, we will notify You of this and You may then (a) terminate the contract by written notice to us within five days of being notified and receive a full refund of any payments You have made to us in relation to the Vehicle; or (b) ask for a substitute for a reasonable equivalent accessory instead; or (c) ask to remove such accessory from the contract and alter the price under the Order accordingly. If we do not hear from You within five days of us notifying You of any change in accordance with this clause 2.7 we will apply option (c) above to the Order. You are using your own funds to pay for the Vehicle and for any ancillary products and/or services, a contract is formed between You and us at the time You confirm to us that the details on the Order Form are correct and You pay a deposit to us if a deposit has been agreed as part of the Order; (b)

we are arranging finance for You under the terms of a regulated Fixed Sum Loan Agreement to pay for the Vehicle and/or other ancillary products and/or services, a sale of goods contract is formed between You and us in connection with the Vehicle and a connected contract is formed between You and the relevant lender once the said regulated credit agreement is completed; or (c)

we are arranging finance for You where the lender acquires secure title to the Vehicle under the terms of a regulated credit agreement to fund the Vehicle purchase, a contract is formed between You and the relevant lender once the Hire Purchase Agreement or Conditional Sale Agreement is completed. In this case, notwithstanding clause 2.1 above, these terms and conditions set out our policy to regulate our relationship with You in relation to the sale or supply of the

Vehicle. These terms and conditions are however incorporated into any contract between You and us in relation to any Part-Exchange Vehicle (defined in clause 9.1) and in relation to any ancillary products and/or services that you purchase from us.

2.9 If You change Your mind and You cancel the Order and/or You refuse to take possession of the Vehicle within 14 days once You have been notified that it is available for You, and it is not a distance sale nor an off-premises contract, then:

(a) we will be entitled to retain Your deposit or some other reasonable amount; and/or

(b) we will be entitled to ask you to pay a further sum if required to cover a reasonable administration fee, our reasonable costs (including any storage costs) and any damages, loss of profit or expenses which we have suffered or incurred by reason of Your cancellation or default to compensate us for Your breach of contract.

3. Your Vehicle

3.1 The Vehicle may previously have been used as a lease or rental car or have had multiple users. It may also have been imported from another country. We will use reasonable endeavours to provide You with any additional information in our possession about the Vehicle on Your request. However, if You have any questions about the previous use of the Vehicle, or have any specific requirements, You are advised to discuss these with us before placing Your Order.

3.2 The mileage on the Vehicle may vary marginally from the mileage stated on the Order Form and/or other documentation that we may provide to you due to delivery of reasons such as test drives, PDI tests, inspections and/or delivery to You.

3.3 The images and/or specification of the Vehicle on our Website is for illustrative purposes only. Although we take reasonable steps to describe and present the Vehicle accurately, we do not guarantee that the images and/or specification of the Vehicle on our Website exactly reflect the actual appearance and/or specification of the Vehicle, in particular the colour. If there is a particular specification that you require, You should specifically check this with us prior to placing the Order.

3.4 If the Vehicle has a cherished number plate registered to it, unless stated on the face of the Order, such cherished number plate will not transfer to You as part of the Order.

3.5 Any retention, transfer or allocation of any special or cherished number plate of Yours is effected at Your risk. Marshall will not be liable for any loss, destruction, incomplete or delayed transfer.

3.6 Any costs incurred by us in effecting a transfer at Your request of any cherished number plate from or to any Vehicle or Part-Exchange Vehicle shall be payable by You even if not expressly stated in the Order. We may also charge an administration fee of £25.00 at our discretion for preparing the required application(s) for such transfer.

4. Payment and Charges

4.1 We use a third-party provider to process payments made on our Website. The processing of payments are between You and the third-party provider and will be governed by such third-party's terms and conditions and privacy notice from time to time. It is Your responsibility to read such terms and conditions and privacy notice before making any payment and ensure that You understand and agree to be bound by them.

4.2 The Vehicle must be paid for in full using Cleared Funds before legal title to the Vehicle is transferred to You and the Vehicle is delivered to You. We are unable to accept any cash payments, whether paid to us in person at one of our locations or paid by You directly into our bank account. Any payments made by You using either of these methods will be rejected and will not count towards Your Order.

4.3 On occasion, additional sums relating to the Vehicle and/or ancillary products and services which may not have initially be included on the Order Form and/or Supplementary Order Form may be chargeable. We reserve the right to charge additional sums where we consider it to be reasonable and appropriate even if such payments have not been specifically discussed and agreed between us at the time You placed Your Order. This may include for example if You decide to have a protection product applied to the Vehicle after having placed Your Order. Any such instruction by You will be deemed to make a corresponding change to the Order as appropriate.

4.4 If we have agreed to register Your Road Fund Licence with the DVLA in connection with the Vehicle then we will organise this before we deliver the Vehicle to You. If we have not agreed to register Your Road Fund Licence then You will be required to register Your Road Fund Licence with the DVLA at the point that You accept possession of the Vehicle.

4.5 The purchase price of the Vehicle includes VAT (where applicable) at the current rate chargeable in the United Kingdom on the date of Your Order.

4.6 From time to time we may offer Vehicles for sale at promotional prices. Any such offers may apply only to selected makes and models or specific vehicles and/or specific selling methods and will at all times be subject to availability and may be subject to specific dates. Delivery charges, conditions and geographical exclusions may apply.

4.7 Any sums paid late or which are overdue for payment in accordance with the Order will accrue interest and compensation from the original date due until the date of actual payment at a rate of 8% per year.

5. Finance and insurance

5.1 You may elect to fund Your purchase of the Vehicle through finance arranged by us. All finance is subject to status and is not guaranteed.

We act as:

(a) a credit broker and credit intermediary in relation to arranging finance and not as a lender; and

(b)

an ancillary insurance intermediary when offering and arranging regulated general insurance products and not as a claims administrator and not as an insurer.

For more on our regulated status and the services that we provide please visit our Website.

6. Delivery or collection

6.1 Once we are in a position to do so, we will provide You with an estimated date that the Vehicle will be ready for delivery to You. Delivery to an address of Your choice within mainland United Kingdom is free of charge (if You request that the Vehicle is delivered to an address that is outside mainland United Kingdom then we will provide You with a quote for such delivery), but we will only deliver the Vehicle to You if we are in receipt of Cleared Funds for the Vehicle (and any additional delivery fees that may apply). We may, at our sole discretion, allow delivery of the Vehicle to You to take place at one of our locations. If a planned delivery is delayed by an event that is outside our reasonable control we will contact You as soon as possible to let You know and we will take reasonable steps to try to minimise the delay. We will not be liable for any such delays, but if there is a substantial delay of more than 14 days, then You may terminate the contract by written notice to us within two days of being notified of the delay and receive a full refund of any money paid by You in accordance with the contract and we will have no further liability to You.

6.2 If You fail to accept delivery and/or pay for the Vehicle within 14 days of the date notified to You that the Vehicle is ready for delivery to You, we may (at our sole discretion) either store the Vehicle at Your cost or give You 7 days' notice that we elect to treat the contract as wrongfully terminated by You, in which case clauses 2.9 (a) and (b) will apply.

6.3 Upon delivery of Your Vehicle to You, You must provide Your photographic UK driving licence or other acceptable form of ID to us or our delivery specialist to verify Your identity against Your Order. We reserve the right not to deliver, or permit the collection of, any Vehicle if this identification is not provided to us when requested.

6.4 If You need to rearrange a delivery less than 24 hours prior to the agreed scheduled delivery time, You may incur a charge of £100.

6.5 Upon delivery, You may be asked to confirm to our delivery specialist receipt of Your Vehicle and that it conforms to Your Order. You may be asked to sign a Delivery Note and this will be confirmation that You have received the Vehicle. The Vehicle will be Your physical and legal responsibility from the time that you take possession of it and this includes You keeping a valid motor insurance policy (which must comply with the terms and conditions of any finance or hire agreement that You may have entered into in relation to the purchase or supply of Your Vehicle) in place in relation to the Vehicle and having the appropriate Road Fund Licence in place (if required).

6.6 If You are not available to take delivery of the Vehicle at the agreed date/time, we will leave You a note informing You of how You can rearrange delivery and at what cost. If You after a failed delivery to You, You do not rearrange delivery, we will contact You for further instructions and may charge You for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact You or rearrange delivery of collection of the Vehicle, we may elect to treat the contract as wrongfully terminated by You, in which case clauses 2.9 (a) and (b) will apply.

6.7 Unless You have entered into a Hire Purchase or Conditional Sale Agreement, ownership and legal title to Your Vehicle will pass to You once the latest of the following takes place: (i) we have received full payment of the purchase price of the Vehicle in Cleared Funds; and (ii) we have accepted and taken possession of Your Part-Exchange Vehicle (if applicable); and (iii) You have taken physical possession of the Vehicle. You agree to hold the Vehicle and the Part-exchange Vehicle (if relevant) to our order and keep the Vehicle and the Part-Exchange Vehicle (if relevant) fully insured until legal title passes to us.

6.8 You should contact the DVLA if You do not receive the V5 logbook for the Vehicle within 7 days from You taking possession of the Vehicle.

6.9 You will be responsible for paying any fines, charges or other administrative payments from the time that You take possession of Your Vehicle. We may provide Your name and contact details to any lawful company or authority if a fine, charge or other administrative payment is due in connection with Your Vehicle and Your details were not registered with the DVLA at the time that the incident or alleged incident giving rise to the fines, charges or other administrative payment occurred.

6.10 If You authorise a third party to accept delivery of the Vehicle on Your behalf, then You do so entirely at Your own risk. We may ask You to put this authorisation in writing to us although we are not required to do so. We reserve the right to ask for a valid proof of ID from the third party and we retain absolute discretion not to release the Vehicle if we have any suspicions as to the identity or integrity of the third party. All relevant legal responsibilities relating to the Vehicle such as valid motor insurance (which must comply with the terms and conditions of any finance or hire agreement that You may have entered into in relation to the purchase or supply of Your Vehicle), Road Fund Licence and similar conditions will apply to the third party as they do to You.

7. Vehicle Insurance

7.1 We may offer You, at our cost, free driveway insurance for a specific period of time starting at the point that You take possession of the Vehicle, subject to approval by the nominated insurance provider and Your policy being activated. We cannot guarantee that You will be eligible for this insurance as this will depend on whether You meet the insurer's pre-determined criteria. Please note that we cannot advise or assist You with the process of arranging this free driveway insurance.

7.2 The insurance provider will require You to provide certain information to them on an application for this driveway insurance. If You provide false or misleading information to the

insurer in order to benefit from the driveaway insurance, the policy is unlikely to be valid. If You accept this insurance, You will enter into a direct agreement with the insurance provider for the driveaway insurance on their terms. If You need to claim on the insurance and/or You have a complaint about the insurance policy, You must contact the insurer or their claims administrator directly.

7.3 If You choose not to apply for and receive the free driveaway insurance, or you are not eligible for it or You apply and are declined, You will be required to provide Your own proof of insurance. We reserve the right to ask You to produce or confirm that You have a valid policy of motor insurance in place before we release the Vehicle to You, although we have no obligation to do so.

7.4 If You have entered into a finance or hire agreement in connection with the purchase or supply of Your Vehicle You will be contractually required to take out a valid policy of fully comprehensive motor insurance at all times that the Vehicle is subject to the finance or hire agreement. If You fail to keep the Vehicle fully insured the lender will have the right to terminate the finance or hire agreement and repossess the Vehicle for Your breach of contract.

8. Distance Sales

8.1 If You have entered into a distance selling contract (a “DS Contract”) with us, then you will have the right to cancel the DS Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI No 3134. You have the right to cancel the DS Contract with us within 14 days commencing the day after the day You take possession of the Vehicle (the “Cancellation Period”) without giving any reason.

8.2 If You would like to cancel a DS Contract, You must inform us of your decision by using a clear statement to this effect and include all relevant information in relation to the Vehicle (the “Cancellation Request”). To ensure that all necessary information is provided, we would encourage you to use the model cancellation request form provided at the end of these Terms and Conditions. Your Cancellation Request must be sent to us at compliance@marshall.co.uk before midnight on the last day of the Cancellation Period.

8.3 We will need to acknowledge and accept the Cancellation Request. We will aim to contact You within two business days (i.e. Monday to Friday, excluding public holidays) of receiving Your Cancellation Request, to confirm this and to make arrangements for You to return the Vehicle back to us. If You have not heard from us within this time, please contact us during normal office hours on 01254 506656 or at compliance@marshall.co.uk.

8.4 It is likely that You will be required to return the Vehicle within two days of us acknowledging and accepting Your Cancellation Request. The Vehicle return process must be agreed with us in advance and You must not attempt to return the Vehicle to us without following the process in clause 8.3. You are responsible for arranging for the Vehicle to be returned to us and for any costs in doing so.

8.5 Until the Vehicle has been returned to us and we have acknowledged receipt of the Vehicle, You are responsible for ensuring that the Vehicle is stored securely, is properly insured under a valid motor insurance policy (which must comply with the terms and conditions of any finance or hire agreement that You may have entered into in relation to the purchase or supply of Your Vehicle) and is kept free from damage until it is returned to us. You must not cancel the motor insurance policy that applies to the Vehicle until the Vehicle has been returned to us and we have acknowledged receipt of the Vehicle.

8.6 If:
(a) You have not yet received the V5 registration documentation for the Vehicle and cannot therefore return it with the Vehicle, we will retain £250 from the refund that we will give You until such time that You provide us with the V5 registration document for the Vehicle or we are able to obtain a replacement V5 from the DVLA; and
(b) You were provided with more than one set of keys for the Vehicle at the time that You took possession of it, but You only provide us with one set of keys for the Vehicle, we will retain an appropriate amount (which will be between £250 and £500) for each set of keys that You have not provided, from the refund that we will give You.

8.7 Subject to clauses 8.8, 8.12 and 9.8, if You cancel Your DS Contract within the Cancellation Period, we will refund all payments received from You for the Vehicle (including any amount You paid for delivery), without delay but no later than 14 days after the date on which the Vehicle is returned to us.

8.8 We will issue Your refund using the payment method which You used to pay for the Vehicle save that any refunds for Part-Exchange Vehicles (as defined in clause 9.1) will be undertaken via bank transfer. No refunds (or part of a refund) will be paid in cash. If your payment is refunded but we subsequently discover any damage to the Vehicle that was sustained during Your period of possession or ownership of the Vehicle then we reserve the right to claim a compensatory amount from You with payment due by You within 14 days from written notification being provided to You.

8.9 If as part of the return of the Vehicle You direct us to settle any finance that we arranged for You in relation to Your purchase of the Vehicle, we will refund the required sum, settle the finance and return to You any surplus funds. However, if the amount of such refund is insufficient to settle the finance then You will be required to provide such additional funds required to fully settle the finance.

8.10 If a cherished numberplate has been transferred to a Vehicle that is returned to us in accordance with these terms and conditions, any subsequent application to transfer such cherished numberplate to another vehicle or retain it pursuant to a retention certificate, will be entirely at Your risk. We will not be liable for any loss, destruction, incomplete or delayed transfer.

8.11 Please note full details of Your consumer rights can be obtained in the UK from Your local Citizens’ Advice Bureau or Your Local Authority’s Trading Standards Office.

8.12 If You are cancelling the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI No 3134, we are entitled to assess anything that has caused a diminution in the value of the Vehicle as a result of You using and handling the Vehicle beyond what is necessary to establish its nature, characteristics and functioning.

Such an assessment (which may be up to the contract price) will be deducted from Your refund or alternatively payable by You. The following are examples of what we would usually take into consideration when assessing whether anything has caused a diminution in value of the Vehicle:

- (a) whether the Vehicle is free of all financial charges (other than any that relate to any finance or hire that we arranged for You in relation to the Vehicle);
- (b) whether the Vehicle is in the same condition You received it in, without damage or having been in an accident;
- (c) whether the Vehicle requires any excessive cleaning;
- (d) whether the Vehicle has been driven more than 100 miles from the date that You took possession of it;
- (e) whether the Vehicle has been altered and/or modified and/or personalised in any way;
- (f) the fact that the Vehicle has been registered with the DVLA as a result of Your purchase of, or the supply of, the Vehicle; and
- (g) whether all sets of keys, documentation (e.g. the V5 registration documentation, service book, Vehicle manual) and accessories (e.g. floor mats, SD cards, locking wheel nuts and security codes) provided to You as part of the sale or supply, have been returned to us with the Vehicle.

9. Part-Exchange Vehicle

9.1 If You wish to provide us with a vehicle in full or partial consideration for the value of the Vehicle (a “Part-Exchange Vehicle”) You must be the registered keeper of the Part-Exchange Vehicle. You must provide us with any information regarding the Part-Exchange Vehicle which we may reasonably request.

9.2 If we agree to consider Your Part-Exchange Vehicle, we require that You make the Part-Exchange Vehicle available for our inspection on taking possession of the Vehicle. We are not obliged to provide a part-exchange option when selling the Vehicle to You and our decision to examine and value any part-exchange vehicle, including the valuation we give to You, is solely at our discretion.

9.3 For the avoidance of doubt we are entitled to amend any valuation for a Part-Exchange Vehicle, or reject a Part-Exchange Vehicle for any reason, including but not limited to circumstances where a Part-Exchange Vehicle has changed condition since we provided a valuation or the condition of it does not match the description or information given by You; or there is a discrepancy in the recorded mileage or the legal registration or chassis number; or the odometer has been changed, replaced or altered; or it has been in a major accident, is or becomes a write-off or is categorised as insurance category, or has been subject to a total loss claim; or any other issue is identified by an HPI check or equivalent car history check; or is not Your property to dispose of or You do not have the right to sell it; or is missing or has an incomplete V5 registration document or such documentation is not in Your name; or still has a finance marker on it at the point of collection; or is an imported vehicle (e.g. left-hand drive) or was not first registered in the UK; or has been used for taxi, private hire, chauffeur or rental purposes, driving tuition or as a police vehicle or used by a local authority; or does not have a valid MOT or is due for a service in the next 100 miles; or has any mechanical or electrical fault (including or not limited to problems with steering, transmission, clutch, gearbox, suspension or breaks). These are all conditions of the contract for the purchase of the Part-Exchange Vehicle by us and You warrant that such conditions are all correct.

9.4 When handing over a Part-Exchange Vehicle to us You must provide: all sets of keys; the V5 registration documentation and, where available, any associated documentation (such as service books, service history, MOT certificates etc.) and any extras that we will need such as the locking wheel nut for any alloy wheels and any security codes associated with the Part-Exchange Vehicle without which we may not accept it or we may offer a reduced valuation at our sole option.

9.5 Where a Part-Exchange Vehicle is subject to finance (or any similar charge) or where we have agreed to settle any finance connected with the Part-Exchange Vehicle, You authorise us to settle the amount due to the finance company. If however the settlement amount exceeds the agreed value for the Part-Exchange Vehicle agreed between You and us, You agree to pay the excess amount to us to make up the shortfall.

9.6 If a Part-Exchange Vehicle is not subject to finance, then title will pass to us at the same time that title to the Vehicle passes to You. If a Part-Exchange Vehicle is subject to finance then title will pass to us as soon as the outstanding finance has been paid and the finance is cleared.

9.7 If for whatever reason You do not complete the purchase of the Vehicle, Marshall will not be obliged to complete the purchase the Part-Exchange Vehicle from You.

9.8 If you have rights of cancellation and you decide to exercise Your cancellation rights, or the contract for the Vehicle is rescinded for any reason, and we accepted a Part-Exchange Vehicle as part-payment for the Vehicle, we may at our discretion either:

- (a) refund the value (if any) of the Part-Exchange Vehicle that was used as part payment for the Vehicle (and we retain ownership of the Part-Exchange Vehicle); or
- (b)

if it is still available, return the Part-Exchange Vehicle to You in which case you must pay to us any costs we have incurred to repair or increase the market value of the Part-Exchange Vehicle and any amounts we have paid to settle any finance in relation to the Part-Exchange Vehicle in accordance with clause 9.6.

9.9 Any retention, transfer or allocation of any special or cherished number plate associated with the Part-Exchange Vehicle is effected at Your risk. Marshall shall not be liable for any loss, destruction, incomplete or delayed transfer.

9.10 If You provide us with any documents such as repair invoices, service history and MOT certificates and/or

leave similar documents (the “vehicle information”) in a Part-Exchange Vehicle on handover to us, we will assume that You wish for this vehicle information to be passed to the new owner of the Part-Exchange Vehicle. If the vehicle information contains Your personal data such as Your name and contact details then, if you do not want the new owner(s) of the Part-Exchange Vehicle to have Your personal data, then You must take appropriate steps to anonymise Your personal data before You hand over the Part-Exchange Vehicle to us.

10. Complaints

10.1 If You have a complaint about Your Order, the Vehicle or any other matter then please in the first instance contact the supplying dealership. Otherwise You can contact us by following our complaints procedure at: www.marshall.co.uk/about-us/complaints-procedure/

11. Retention of title

11.1 Notwithstanding delivery, collection and/or the passing of insurance risk of the Vehicle, or any other provision of these terms and conditions, ownership of the Vehicle shall not pass to You until the total price specified in the Order has been paid in Cleared Funds.

11.2 Until such time as ownership of the Vehicle passes to You, You shall keep the Vehicle properly stored, protected, insured and identified as our property. Further, we shall be entitled at any time to require You to return the Vehicle to us and/or repossess the Vehicle.

11.3 Until You own the Vehicle, you shall not be entitled to sell the Vehicle or use it as security for any indebtedness. If you do so, all money owing by You to us shall (without prejudice to any other right or remedy that we may have from time to time) immediately become due and payable.

12. Liability

12.1 Marshall will not be liable to You for (a) any losses that were not in the reasonable contemplation of both parties when the contract was formed; (b) losses that were not caused by any breach on our part; and (c) business losses and/or losses to non-consumers.

12.2 Nothing in this clause 12 shall operate to restrict or exclude Marshall’s liability or limit Your rights in any way that cannot be restricted or limited by law.

13. Termination / suspension

13.1 If:
(a) we reasonably believe on reasonable grounds that You will be unable to meet Your financial obligations as set out in the Order and these terms and conditions; or
(b)

You are in material breach of any of the obligations under the contract, then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel this contract or suspend delivery under this contract until You have remedied the breach. If we terminate the contract then we shall be entitled to be compensated as set out in clauses 2.9 (a) and (b).

14. Waiver

14.1 Any waiver by us or You of any breach of contract by the other must be in writing and any such waiver shall not be construed as a waiver of any subsequent breach of the same or of any other provision of the contract. Without prejudice to the generality of the foregoing, failure by either party to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce them.

15. Third party rights

15.1 The contract is between You and us. The parties do not intend that any term of the contract shall be enforceable or give rise to any rights solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by or to any person who is not a party to the contract.

16. Notices

16.1 Any notice given in relation to the contract may be given in writing (provided that it is sent by first class post) or by email. Your email address for this purpose shall be the email address stated on the Order Form (or such other email address that you notify us of for the purposes of this clause). Our email address for this purpose shall be legal.dept@marshall.co.uk.

16.2 Notices sent by first class post shall be addressed to the party stated in the Order for that party (or such other address notified by that party for the purposes of the Order) and shall be deemed to have been received two business days following the date of posting. Notices sent by email shall be sent to the email address (if any) stated in the Order for that party and shall be deemed to have been received on the day of transmission, provided that the sender does not receive a failure delivery notification (or similar notification suggesting that there is a delay or failure in delivering the email to the recipient) within two hours of sending.

17. Invalidity of these terms

17.1 If any provisions of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these terms and conditions shall not be affected. As far as it is possible to do so, any clause that is in whole or in part invalid or unenforceable shall be interpreted with the minimum possible amendment so that the clause or part thereof is found to be valid and/or enforceable and gives effect as far as possible to the previously expressed intention of the clause.

18. Jurisdiction

18.1 These terms and the contract will be governed by English law. This means that any matter or dispute arising out of or in connection with these terms and the contract (including non-contractual disputes or claims) will be governed by English law. You agree that the English courts will have exclusive



Model Cancellation Form

Distance Sale contracts only

Your purchase will be a distance sale only if there were no face-to-face communications between You and us during negotiations up to the time that the contract was concluded.

To: Motorline Limited, trading as Marshall Approved Used Direct Sales

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*],

Vehicle Make & Model

Vehicle Registration Number

Order Number

Reason for cancellation (optional)

Ordered on

Delivery date

Name

Address

Email address

Mobile number

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate

Marshall Reserve Online – Terms and Conditions

Nothing in these terms and conditions take away or are intended to take away from Your statutory rights. In the event of any conflict Your statutory rights will prevail.

1. Definitions

- 1.1 **Business Days** means any day (not being a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of general sterling banking business.
- 1.2 **Vehicle** means a used vehicle that is advertised for sale on our Website.
- 1.3 **we, us or our** means the relevant subsidiary undertaking of Marshall Motor Holdings Limited that is selling a Vehicle.
- 1.4 **Website** means www.marshall.co.uk.
- 1.5 **You** are the customer who is enquiring about reserving a Vehicle using the Marshall Reserve Online facility and **Your** shall be construed accordingly.

2. Reservation Requests

- 2.1 These terms and conditions govern the use of the Marshall Reserve Online facility which enables customers to request to reserve a Vehicle by paying a reservation fee of £99 (the "**Reservation Fee**") to us. You are not committing to purchase the Vehicle by requesting it to be reserved and the Reservation Fee is not a deposit.
- 2.2 If You choose to request to reserve a Vehicle by paying a Reservation Fee, You will be asked to enter Your personal details, address and payment card information. When You click on "submit payment now", the amount of the Reservation Fee will be debited from Your payment card.

3. Reservation Process

- 3.1 After paying a Reservation Fee, You will receive an email from us that acknowledges receipt. Please note that this does not mean that Your reservation request has been accepted. All reservations are subject to acceptance by us, as we need to check that the Vehicle has not already been sold to or reserved by someone else (as well as being advertised for sale on our website, vehicles are also advertised for sale on third party websites and at our physical locations). We will confirm our acceptance of Your reservation request by sending You a confirmation email (the "**Reservation Confirmation**").
- 3.2 Effective from the time that we have sent You a Reservation Confirmation, the Vehicle will be reserved for 48 hours (please note that our dealerships are open 7 days a week, so this period includes weekends and public holidays that we are open) for You. We will be in contact with You to discuss the next steps required for You to view the Vehicle at the dealership it is located at and, if You decide to do so, to complete Your purchase of the Vehicle. If You do not engage in these discussions with us in good faith, then we reserve the right to refund the Reservation Fee to You and unreserve the Vehicle without any prior notice to You.
- 3.3 If, once we have sent You a Reservation Confirmation, You ask for the Vehicle to be moved to one of our different dealerships then a transportation cost may be payable by You. We will advise You of any such additional costs in writing and will require You to pay such costs before the Vehicle is moved. Please discuss Your requirements directly with a member of our sales team. Any such transportation costs are payable in addition to the Reservation Fee and are non-refundable.
- 3.4 If we are unable to send You a Reservation Confirmation (for example, if the Vehicle is unavailable to view or has already been reserved by or sold to someone else) then we will fully refund the Reservation

Fee to the same payment card that You used to pay it as soon as reasonably practicable and we will, where possible to do so, assist You to find an alternative vehicle.

- 3.5 You can request a refund of the Reservation Fee at any time by contacting a relevant member of our sales team. The Reservation Fee will be refunded in full to the same payment card that You used to pay it, usually within 5-10 Business Days. If You decide to purchase the Vehicle that You have reserved then the Vehicle will be sold at the price for which it was advertised at the point you reserved it and the Reservation Fee will be deducted from the final price for the Vehicle.

4. General

- 4.1 Payments are processed by a secured verified payment provider (Stripe) which utilises encrypted software to protect Your card payment details. We do not store any of Your card details. When You enter Your debit or credit card information You warrant that You have appropriate authority to use the payment card details which You enter. By entering Your debit or credit card information, You agree to use of that information by Stripe for the purpose of paying the amount due and processing Your payment.
- 4.2 All express warranties, representations, conditions of any kind or other terms implied by statute or common law with respect to use of the Marshall Reserve Online facility are hereby expressly excluded to the fullest extent permitted by law.
- 4.3 We shall not be liable in any circumstances for any direct or indirect, special or consequential loss or damage (whether for profit or loss or otherwise) costs, claims, expenses or other claims for compensation what so ever, whether caused by the acts, omissions or the negligence of us, our employees or agents, which arise out of or in connection with the use of the Marshall Reserve Online facility (including as a result of the acts, omissions or negligence of Stripe), except in respect of death or personal injury caused by our, our employees' or our agents' proven negligence.
- 4.4 These terms should be read in conjunction with our website terms of use terms and in conjunction with Stripe's terms of use. Stripe's terms of use shall take precedence over all other applicable terms in respect of disputes arising out of or in connection with the payment of the Reservation Fee and the refund of the Reservation Fee (if applicable).
- 4.5 If any provisions of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these terms and conditions shall not be affected. As far as it is possible to do so, any clause that is in whole or in party invalid or unenforceable shall be interpreted with the minimum possible amendment so that the clause or part thereof is found to be valid and/or enforceable and gives effect as far as possible to the previously expressed intention of the clause.
- 4.6 If You have a complaint then please in the first instance contact a relevant member of our sales team. Otherwise You can contact us by following our complaints procedure at www.marshall.co.uk/about-us/complaints-procedure/.
- 4.7 These terms and conditions will be governed by English law. This means that any matter or dispute arising out of or in connection with these terms and conditions (including non-contractual disputes or claims) will be governed by English law. You agree that the English courts will have exclusive jurisdiction to settle any matter or dispute arising out of or in connection with these terms and conditions.

The Marshall 14 Day Money Back Guarantee Terms and Conditions

Definitions used in our general terms and conditions of sale have the same meanings when used in these Terms and Conditions.

These terms and conditions only apply to our 14 Day Money Back Guarantee and are not intended to alter Your statutory rights. In the event of any conflict Your statutory rights will prevail.

1. The Marshall 14 Day Money Back Guarantee

- 1.1 These terms and conditions apply with effect from 1 April 2021.
- 1.2 Our 14 Day Money Back Guarantee applies to all used, ex-demonstrator and nearly new passenger cars that have been purchased by a consumer (within the meaning of the Consumer Rights Act 2015) for a purchase price of no more than £65,000 (the **Vehicle**). It does not apply to any commercial vehicles or vans.
- 1.3 Subject to You complying with these Terms and Conditions, and provided that You have not returned another vehicle under our 14 Day Money Back Guarantee before, You may return the Vehicle to the dealership that You originally purchased the Vehicle from and receive a refund of the purchase price paid for the Vehicle (the **Vehicle Price**).
- 1.4 If we arranged any finance in relation to Your purchase of the Vehicle, we will assist you where we can so you can arrange for such finance product to be cancelled (and You will be required to pay all applicable charges and fees that may be imposed by the finance provider). However, if you arranged any finance in relation to Your purchase of the Vehicle, you will need to deal with the finance provider directly (and You will be required to pay all applicable charges and fees that may be imposed by the finance provider).

2. Cancellation and returns

- 2.1 If You would like to return the Vehicle, You must notify us in writing within 14 calendar days, commencing on the day after the date You took possession of the Vehicle (the **Cancellation Period**). You must inform us of your decision by using a clear statement to this effect and include all relevant information in relation to the Vehicle (the **Cancellation Request**). To ensure that all necessary information is provided, we would encourage you to use the model cancellation request form provided at the end of these Terms and Conditions. Your Cancellation Request must be sent to us at compliance@marshall.co.uk before midnight on the last day of the Cancellation Period.
- 2.2 We will need to acknowledge and accept the Cancellation Request. We will aim to contact You within two business days (i.e. Monday to Friday, excluding public holidays) of receiving Your Cancellation Request, to confirm this and to make arrangements for You to return the Vehicle back to the dealership. If You have not heard from us within this time, please contact us during normal office hours on 01254 506656 or at compliance@marshall.co.uk.
- 2.3 It is likely that You will be required to return the Vehicle within 7 days of us receiving Your Cancellation Request. The Vehicle return process must be agreed with us in advance and You must not attempt to return the Vehicle to us without following the process in clause 2.2. You are responsible for arranging the Vehicle to be returned to us and for any costs in doing so. If you would like us to arrange for the Vehicle to be collected from You, we will provide a quote for doing so and You will need to pay these collection charges.
- 2.4 Until the Vehicle has been returned to us and we have acknowledged receipt of the Vehicle, You are responsible for ensuring that the Vehicle is stored securely, is properly insured under a valid insurance

policy (we would recommend that a comprehensive insurance policy is taken out) and is kept free from damage until it is returned to us in accordance with clause 2.2. You must not cancel the insurance policy that applies to the Vehicle until the Vehicle has been returned to us and we have acknowledged receipt of the Vehicle.

2.5 In order for us to accept the return of a Vehicle the following mandatory requirements must be met:

- (a) the Vehicle must be free of all financial charges (other than any that relate to any finance that we arranged for You in relation to the Vehicle); and
- (b) the Vehicle must be in the same condition You received it in, without damage or having been in an accident and must not require any excessive cleaning; and
- (c) the Vehicle must not have been driven more than 250 miles from the date that You took possession of it; and
- (d) the Vehicle must not have been altered and/or modified and/or personalised in any way; and
- (e) subject to clause 2.6, all sets of keys, documentation (e.g. the V5 registration documentation, service book, Vehicle manual) and accessories (e.g. floor mats, SD cards, locking wheel nuts and security codes) for the Vehicle must be provided.

2.6 If:

- (a) You have not yet received the V5 registration documentation for the Vehicle and cannot therefore return it with the Vehicle, we will retain £250 from the refund that we will give You until such time that You provide us with the V5 registration document for the Vehicle or we are able to submit the registered keeper change for the Vehicle online; and
- (b) You were provided with more than one set of keys for the Vehicle at the time that You took possession of it, but You only provide us with one set of keys for the Vehicle, we will retain an appropriate amount (which will be between £250 and £500) for each set of keys that You have not provided, from the refund that we will give You.

3. Refunds

3.1 Subject to clauses 3.2 and 3.3, we will provide You with a full refund of the Vehicle Price no later than 14 days after the date on which the Vehicle is returned to us by You and accepted by us.

3.2 We will issue Your refund using the payment method which You used to pay for the Vehicle save that any refunds for Part-Exchange Vehicles (as defined in clause 3.3) will be undertaken via bank transfer. No refunds (or part of a refund) will be paid in cash. If your payment is refunded but we subsequently discover any defect in the Vehicle sustained during Your period of ownership we reserve the right to debit a compensatory amount from Your credit or debit card. If as part of the return of the Vehicle you direct us to settle any finance that we arranged for You in relation to Your purchase of the Vehicle, we will refund the required sum and return to you any surplus funds. However, if the amount of any such refund is insufficient to settle the required sum due to such finance provider then You will be required to provide such additional funds to settle such sum.

3.3 If we accepted another vehicle (a **Part-Exchange Vehicle**) as part-payment of the Vehicle Price, we may at our discretion either:

- (a) refund the value (if any) of the Part-Exchange Vehicle that was used as part payment of the Vehicle Price (and we retain ownership of the Part-Exchange Vehicle); or
- (b) if it is still available, return the Part-Exchange Vehicle to You in which case you must pay to us any costs we have incurred to repair or increase the market value of the Part-Exchange Vehicle.

3.4 If a cherished numberplate has been transferred to the Vehicle that is returned to us in accordance with these Terms and Conditions, any subsequent application to transfer such cherished numberplate to another vehicle or retain it pursuant to a retention certificate, will be entirely at Your risk. We will not be liable for any loss, destruction, incomplete or delayed transfer.

4. Governing law and jurisdiction

These Terms and Conditions will be governed by English law. This means that any matter or dispute arising out of or in connection with these Terms and Conditions (including non-contractual disputes or claims) will be governed by English law. You agree that the English courts will have exclusive jurisdiction to settle any matter or dispute arising out of or in connection with these Terms and Conditions.



**The Marshall 14 Day Money Back Guarantee
Model Cancellation Request Form**

To: Marshall Motor Group

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*],

Vehicle Make & Model

Vehicle Registration Number

Type of transaction (please mark the relevant box) Cash ☐ Finance ☐

Order Number

Mileage added to the Vehicle since delivery

Dealership name and address

Reason for cancellation (optional)

Ordered on

Delivery or collection date

Name of consumer(s):

Address of consumer(s):

Email address

Mobile number

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate