

St. Leonards Motors Toyota - Vehicle Order Form Terms & Conditions

1. CONTRACT

This order and any allowance in respect of a used motor vehicle offered by the Purchaser are subject to acceptance and confirmation by the Seller and a Contract ("Contract") will only come into being upon such acceptance and confirmation and the following clauses shall be incorporated in the Contract.

2. DELIVERY

- a. The Seller will use his best endeavours to secure delivery 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.
- b. the goods may be delivered by the Seller in advance of the estimated delivery upon giving 14 days prior notice to the Purchaser;
- c. if the goods are not delivered within three calendar months of the estimated delivery date the Purchaser or the Seller may elect by notice in writing to the other party to cancel this Contract. Upon such cancellation the Purchaser's deposit shall be returned and the Seller shall be under no further liability to the Purchaser;
- d. delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Purchaser and the Seller has given notice to the Purchaser that the Goods are ready for collection.

3. PRICE AND PAYMENT

- a. The Purchaser shall not be permitted to collect and take away the Goods until the Total Retail Price of the Goods has been discharged in full unless this condition has been expressly excluded in writing by an authorised representative of the Seller;
- b. if the price of any part of the price for the Goods is to be paid by cheque whether bank or building society then the cheque must be paid to the Seller at least ten banking days in advance of the estimated delivery date. A cheque given in payment or part payment shall not be treated as a discharge until the same has been cleared;
- c. if the price or any part of the price for the Goods is to be paid in cash or bankers draft then such payment or part payment may be made on the day of collection provided that the Goods shall be collected within 14 days of delivery.

4. FAILURE TO COLLECT GOODS

If the Purchaser shall fail to collect and pay for the goods within 14 days of delivery as provided for in clause 2 ((d)) then the Seller may elect to treat the Contract as repudiated by the Purchaser and thereupon the Purchaser's deposit shall be returned less a sum equivalent to any damages loss or expenses which the Seller may have suffered or incurred by reason of the Purchaser's default and the Seller shall be under no further liability to the Purchaser.

5. OWNERSHIP OF GOODS

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these terms and conditions, the property in the Goods shall not pass to the Purchaser until the Total Retail Price has been discharged in full;

6. PART EXCHANGE

In the event that the Seller agrees to accept a used motor vehicle from the Purchaser as partial payment for the price of the Goods ("Allowance") such agreement shall be subject to the following conditions:

- a. the Purchaser warrants that
 - i. the purchaser has good title to the used motor vehicle and it is unencumbered by any third party interest whatsoever; or
 - ii. the purchaser has declared all interests to which the used motor vehicle is subject and whether (if known) the used motor vehicle was when new supplied via the manufacturers official distributor for Great Britain.
 - iii. the particulars of the used motor vehicle given by the Purchaser are correct and that so far as the Purchaser is aware the mileometer reading is accurate
 - iv. so far as the Purchaser is aware the motor vehicle has not been the subject of any accident or any other damage of whatsoever nature and howsoever caused or any insurance claims or total loss claims
- b. and if any interests declared pursuant to clause ((a)) ((ii)) are capable of cash settlement the Seller may elect to discharge such interests and deduct expenditure from the exchange value offered;
- c. the used motor vehicle will be delivered in the same condition as the date it was examined by the Seller (fair wear and tear excepted);
- d. that the used motor vehicle shall be delivered upon collection of the Goods together with any spare key sets spare alarm remotes registration documents service documentation MOT certificate service invoices warranty documentation and all other appropriate documentation and with the registration book completed and for the avoidance of doubt the Purchaser shall not be permitted to collect the Goods until the used motor vehicle shall have been delivered to the Seller;
- e. title to the used motor vehicle shall pass absolutely on delivery to the Seller;
- f. the exchange value quoted by the Seller shall be binding on the Seller for one calendar month from the estimated date of delivery of the Goods and thereafter, on giving notice to the Purchaser, may be reduced at a rate of 2.5% per month PROVIDED THAT nothing in this clause shall affect the rights of the Purchaser under clause 2 ((c)).

In the event that any of the warranties in clause 6 ((a)) prove to be untrue or a breach of clause 6(c), the Seller shall be entitled to revise the Allowance to take account of such breach and where there is a reduction in the Allowance the Purchaser shall be liable to pay the difference between the original and reduced Allowances to ensure payment of the Total Retail Price of the Goods in accordance with clause 3 of these Terms and Conditions.

7. NEW GOODS / USED GOODS

- a. Where the Goods to be supplied by the Seller are new, then the following conditions shall apply:
 - i. the Purchaser shall be bound to pay any amount of car tax and value added tax or other tax or duty that the seller has legally become bound to pay, notwithstanding any amount specified on the order form;
 - ii. if before delivery of the Goods the Manufacturer/Concessionaire's recommended retail price for the Goods shall be increased the Seller shall give notice of the increase to the Purchaser whereupon the Purchaser shall be entitled by

notice in writing to the Seller to cancel the contract within 21 days of the date of the Notice. Upon such cancellation any deposit paid by the Purchaser shall be returned and the Seller shall be under no further liability to the Purchaser. If no notice is received within such period then the Purchaser shall be bound to purchase the Goods at the increased price;

- iii. 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 Purchaser cancel the Contract. Upon such cancellation any deposit paid by the Purchaser shall be returned and the Seller shall be under no further liability to the Purchaser.

- b. In the event that the Goods supplied by the Seller are notified to the Purchaser as having been not originally supplied via the Manufacturers official distributor for Great Britain the Purchaser accepts that the specification may vary from British specification. The Seller will supply the appropriate manual for the Goods and the vehicle log book and shall make the goods available for inspection by the Purchaser but shall not be liable to the Purchaser for any variation from the British specification.

8. EXAMINATION OF GOODS

Prior to signing this order form the Purchaser shall examine the Goods to be purchased (if such are available for inspection) and the Purchaser is reminded that the condition of satisfactory quality implied by the Sale of Goods Act 1979 does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects that have been notified by the Seller to the Purchaser before the signing of the Contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

9. CLAIMS

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods 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 the Purchaser the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Purchaser.

10. DELAY IN PERFORMANCE

Neither party shall be liable to the other or be deemed to be in breach of the Contract for reason of any delay in performing or any failure to perform, any of their obligations under this Contract, if the delay or failure was due to any cause beyond their Seller's reasonable control.

11. CONSUMER TRANSACTIONS

Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (restriction on statements) Order 1976) the statutory rights of the Purchaser are not affected by these Terms & Conditions.

12. FINANCE

Notwithstanding the provisions of this Contract the Purchaser may arrange for a Finance Company to purchase the Goods from the Seller at the price payable hereunder and the Goods shall be delivered to or to the order of the Finance Company.

13. NOTICES

Any notice that is given hereunder by the Seller may be given in writing or communicated verbally. Notices in writing shall be posted or faxed to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received, in the case of facsimile or electronic mail on the day of transmission and in the case of notice given by post, within two days of posting.

14. WAIVER

Any waiver by the Seller or the Purchaser of any breach of Contract by the other shall be in writing and shall be considered as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either party to enforce or 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 all of them.

15. PRIVACY

The named retailer and Toyota GB may process your data to provide customer vehicle support services, product information updates, marketing, market research and for sales tracking purposes and to contact you to measure and improve our service levels. We respect your privacy - we will share some of your information within Toyota GB and suppliers, retailers and agents for the above purposes - we will not share your personal details with third parties for their independent use. In some cases, data may be transferred to, and processed outside, the European Economic Area ('EEA') - in doing so we will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with applicable laws. On request, you can stop the processing of your personal details for marketing at any time - please read the Toyota Privacy Policy - www.toyota.co.uk/footer/privacy-policy - for more information.

16. VARIATION TO THESE TERMS

Any variation of these Terms & Conditions shall not be effective unless made in writing and signed by an authorised representative of the Seller and the Purchaser.

17. INVALIDITY OF THESE TERMS

If any provisions of these Terms & 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 and the remainder of the provision in question shall not be affected thereby.

18. APPLICABLE LAW

This Contract shall be governed by the Laws of England and the Parties shall submit to the jurisdiction of the English Courts.

19. THIRD PARTY RIGHTS

No person who is not a party to the Contract may in its own right enforce any terms of the Contract provided that this clause shall not affect any right or action of any person to whom this Contract is lawfully assigned. Where the Purchaser is not dealing as a consumer as defined in the Unfair Terms in Consumer Contract Regulations 1999 as amended or replaced from time to time then the following conditions will apply to the Contract in addition to conditions 1-18.

20. RETENTION OF TITLE

- a. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these terms and conditions, the property in the Goods shall not pass to the Purchaser until the Total Retail Price has been discharged in full;
- b. until such time as the property in the Goods passes to the Purchaser shall keep the Goods properly stored, protected and insured and identified as the Seller's property;

- c. until such time as the property in the Goods passes to the Purchaser, the Seller shall be entitled at any time to require the Purchaser to deliver up the Goods to the Seller and if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods;
- d. the Purchaser shall not be entitled to sell, pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of the Seller, but if the Purchaser does so all monies owing by the Purchaser to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

21. NEW GOODS

Where the Goods to be supplied by the Seller are new, then this Contract and the provisions for delivery of the Goods shall be subject to any terms and conditions which the Manufacturer/Concessionaire may lawfully have imposed on the supply of Goods or the resale of such Goods by the Seller. The Seller shall not be liable for any failure or delay in delivering the Goods caused by or resulting from the Seller's compliance with the Manufacturers/Concessionaires terms and conditions. A copy of the current terms and conditions of the Manufacturers/Concessionaire is available for inspection at the Seller's premises;

22. CANCELLATION

Except as provided for in these Terms and Conditions, no order which has been accepted by the Seller may be cancelled by the Purchaser except with the agreement in writing of the Seller and on terms that the Purchaser's deposit shall be forfeit and further that the Purchaser shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

23. DEFECTIVE GOODS

Without prejudice to clause 8 above any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) 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 Purchaser does not notify the Seller as above the Purchaser shall not be entitled to return or make any claim in respect of the Goods and the Seller shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

24. LIABILITY

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Purchaser by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law or under the express terms of this contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their resale by the Purchaser, except as expressly provided in these Terms and Conditions