

# Terms & Conditions of Sale

These terms and conditions do not reduce your statutory rights, if you have any doubts please contact your local trading standards department, citizen's advice bureau or solicitor.

## Your contract with us

In signing overleaf, you accept the terms and conditions set out in this purchase agreement. Please read this agreement carefully and if there is anything you do not understand or may not agree with, ask any member of staff at the dealership.

### 1. Definitions

In these conditions the following words shall have the following meaning: "company" means Norwich Cars and Vans, "buyer" means the company, person or firm dealing with Norwich Cars and Vans, "goods" means the vehicle, extras and/or other goods supplied to the buyer by Norwich Cars and Vans.

### 2. Contract

- 2.1. Norwich Cars and Vans contracts to sell goods to the buyer, who agrees to purchase goods subject to these conditions which shall supply at all times unless otherwise agreed by the Norwich Cars and Vans in writing.
- 2.2. these conditions shall prevail over any terms or conditions of the buyer, which purport to govern any contract for the sale of goods by Norwich Cars and Vans, and any such conditions of the buyer are hereby excluded.

### 3. Prices

- 3.1. subject to clause 3.2 the price for goods shall be the company's quoted price overleaf. All prices quoted are exclusive of VAT, which shall be additionally payable (where applicable).
- 3.2. accounts are due for payment, without any right of set-off or counterclaim immediately on delivery of the goods, irrespective of whether the property in the goods has passed to the buyer.

### 4. Delivery

- 4.1. unless otherwise agreed, delivery of goods shall be made at the company's premises upon the date at which goods are ready for collection and accordingly shall be sold on an "ex - works" basis.
- 4.2. unless otherwise agreed in writing by Norwich Cars and Vans, any dates quoted for delivery of goods are approximate only and Norwich Cars and Vans shall not be liable for any delay in delivery howsoever caused.
- 4.3. in the event that Norwich Cars and Vans arranges delivery of goods, delivery shall take place upon the delivery of goods to the place for delivery, as is agreed by Norwich Cars and Vans and the buyer.
- 4.4. if delivery is arranged, the V5 logbook will not be registered in your name until 14 days have passed. Under Distance Selling Regulations, you may cancel a distance contract within 14 working days after the day you received the vehicle, this cancellation is subject to the below limitations:
  - (i) must provide written notice of cancellation via post or email, which must reach us by 6pm on the 14th day following delivery, we must receive the vehicle back within 14 days of this notice. You cannot use the car once you have notified us, only for delivery back to us, however, maximum mileage charges will apply. You must still tax and insure the vehicle until it is received by us.
  - (ii) maximum additional mileage of 10 miles is allowed from the recorded invoice / delivery mileage. If you cover additional distance an excess mileage charge of £2.50 per mile in those 14 days will apply.
  - (iii) we cannot accept a return of the car if it has been damaged, modified or altered from the condition it was delivered in. You are responsible for returning the vehicle to us and accept full liability for the vehicle until it is returned. Any damage caused will be deducted from your refund amount and, in the case of any insurance claim being raised, no refund will be made until payout from the relevant insurance company has been made to us.

- (iv) if you do not return the vehicle to us, we may recover the vehicle and charge you for the costs we incur in doing so.
- (v) no refund amount will be made until the vehicle has been inspected and signed for by a member of our team. Your refund will be made within 14 days of the vehicle being returned to us, this will begin from the day we sign to accept return of the car to our premises. We reserve the right to refund less delivery charges.

### 5. Cancellation/Withdrawal

If you do not pay for and take delivery of the vehicle within 7 days of Norwich Cars and Vans notifying you the vehicle is ready, we will treat the contract as cancelled. If this happens or you cancel the contract we will sell the vehicle to another person. Deposits are non-refundable and you may be held liable for preparation costs.

### 6. Risk and property

- 6.1. risk of damage or loss of goods shall pass to the buyer on delivery irrespective of whether or not the property has also passed.
- 6.2. in the event that the buyer wrongfully fails to take delivery of goods risk of damage or loss of goods shall pass at the time when Norwich Cars and Vans tendered delivery of such goods.
- 6.3. notwithstanding delivery and the passing of risk in goods or any other provision of these conditions, the property of goods shall not pass to the buyer until Norwich Cars and Vans has received cleared funds in full for the price of all those goods agreed to be sold by Norwich Cars and Vans to the buyer.
- 6.4. until such time as the property in goods passes to the buyer, Norwich Cars and Vans shall be entitled at any time to require the buyer to deliver up the goods to Norwich Cars and Vans and, if the buyer fails to do so, enter upon any premises of the buyer or any third party where the goods are stored and to repossess the goods.

### 7. Rejection

The dealer is not liable for fair wear and tear, where the vehicle broke down or the fault emerged through normal use, nor are they liable if they drew your attention to the full extent of any fault or defect before you bought the car. Similarly, cosmetic issues/minor faults that are easy to repair are not enough alone to trigger the right to refuse.

- 7.1. "Short-term Right to Reject", within the first 30 days should a fault arise, the buyer can action the right to reject. If Norwich Cars and Vans can provide evidence and subsequent proof the fault developed after sale and was therefore not present at the point of sale, Norwich Cars and Vans can reject the rejection. However, if Norwich Cars and Vans cannot provide evidence that the fault was absent at the point of sale, a full refund will be issued. The buyer cannot reject a vehicle through a change of mind.
- 7.2. if the buyer wishes to make a rejection claim, they must immediately stop using the vehicle and notify Norwich Cars and Vans via email. Photographic evidence of the current mileage must be supplied via email communication within 1 working day of notification. To return a mileage allowance for transportation of the vehicle to the company is acceptable, but additional mileage outside this scope can waiver the right to reject.
- 7.3. Norwich Cars and Vans reserves the right to carry out inspection checks on the vehicle before determining a valid refusal claim.
- 7.4. the returned vehicle must be in the same condition as originally purchased with fair wear and tear allowance. Any damage to the vehicle outside this allowance, Norwich Cars and Vans reserves the right to make according reductions to represent the loss in sales value of the vehicle.
- 7.5. if after 30 days, a fault arises and it is discovered Norwich Cars and Vans is liable for said fault, Norwich Cars and Vans is

entitled to one repair before the right to reject is triggered, an inadequate or failure to repair will trigger the right to reject.

- 7.6. however, after 30 days, Norwich Cars and Vans will only offer a partial refund for "fair use", with deposit payments being non-refundable as are delivery and preparation costs.
- 7.7. vehicles used for part exchange will not be returned to the buyer in the event of a refund being issued, ownership has already transferred to Norwich Cars and Vans, instead, the agreed monetary value will be returned.
- 7.8. Norwich Cars and Vans is not responsible for returning to the customer any associated warranty and additional premiums paid, excess fuel, road fund license or subsequent costs that accompany the vehicle purchase, these costs are non-refundable.

## 8. Part Exchange

- 8.1. if the buyer chooses to use a vehicle as part exchange, the value agreed by Norwich Cars and Vans will only be taken off the purchase price of the vehicle agreed to be supplied, if the following conditions apply:
- (i) the buyer owns the vehicle to be taken in part exchange absolutely and can transfer ownership to Norwich Cars and Vans, or (ii) if another party has interest in the vehicle the buyer will settle that interest, so Norwich Cars and Vans becomes absolute owner when delivery is taken, unless otherwise agreed in writing.
- 8.2. if Norwich Cars and Vans examined the part exchange before entering into this agreement with the buyer, the vehicle shall be delivered in the same condition but allowing for the fair wear and tear which may have occurred in the meantime. Norwich Cars and Vans, reserves the right to make further part exchange price reductions for any mechanical/cosmetic differences outside the fair and tear.
- 8.3. Norwich Cars and Vans must have the part exchange vehicle on or before the date the buyer takes delivery of the vehicle ordered. Ownership of the part exchange vehicle will transfer to Norwich Cars and Vans when the buyer takes delivery of the vehicle ordered.
- 8.4. if the buyer fails to satisfy any of these conditions the company will not be obliged to accept the part exchange or to make any allowance for it, and the buyer, might as a result, be required to pay the whole purchase price for the vehicle ordered before delivery can be taken.

## 9. Warranties and Liabilities

- 9.1. Norwich Cars and Vans warrants that, so far as it is aware, the goods correspond to the description given to them. This is a sale of a second-hand car, however, and inherently there are risks involved as to such description which the buyer is aware of and such warranty is, therefore, qualified so as to exclude any matter not reasonably apparent to Norwich Cars and Vans on sale.
- 9.2. I understand that no warranty as to the accuracy of the stated mileage has been given or implied.
- 9.3. Norwich Cars and Vans takes no responsibility for the working order of security devices.
- 9.4. Except where the buyer is dealing as a consumer (as defined in the unfair contract terms act 1977 section 12) all warranties, conditions or terms relating to fitness for purpose, satisfactory quality or condition of the goods whether implied by statute or common law or otherwise excluded.
- 9.5. Except in respect of death or personal injury caused by Norwich Cars and Vans Limited's negligence, Norwich Cars and Vans shall not be liable to the buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise). Damage to the buyer's reputation or goodwill, costs, expenses of other claims of compensation whatsoever which arise out of or in connection with the contract shall not, in any event exceed the price of the goods.

## 10. Lien

Norwich Cars and Vans shall have lien and a right to hold or otherwise any goods, or materials of the buyer as against all sums due on any account whatsoever. Norwich Cars and Vans may exercise such lien by disposing of any such goods or materials of the buyer on such terms as the company sees fit

after giving the buyer 28 days' notice. Where the buyer is in default under any agreement with Norwich Cars and Vans, the expenses of maintaining and exercising any such lien shall be a debt forthwith due to Norwich Cars and Vans from the buyer.

## 11. Notices

- 11.1. any notice is provided for in this contract must be in writing and (other than as provided in paragraph 7.2 above) must be sent by first class post to the residence or place of business of the person to whom it is addressed.
- 11.2. 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 of action of any person whom this contract is lawfully assigned.

## 12. Data and Privacy

- 12.1. Any telephone calls made between you and us may be recorded, the contents of such conversations may be used to support or enforce the purchase agreement and/or Terms & Conditions of Sale.
- 12.2. GDPR legislation requires us to have a Data Privacy Notice which informs you how we process your data while in our possession. If at any time you wish to opt out of any communication from us, or wish for your personal details to be amended or deleted from our records, please email your request to: [accounts@norwichcarsandvans.co.uk](mailto:accounts@norwichcarsandvans.co.uk).
- 12.3. You must provide us with any information we need in order to comply with money laundering legislation, and warranty the accuracy of the information so supplied.