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## TERMS AND CONDITIONS OF SALE FOR MOTOR VEHICLES

### 1. Definitions

- 1.1. "The Dealer", Bus and Coach Repairs Ltd, is the Seller of the goods to the customer.
  
- 1.2. "The Customer", is the person contracting for goods and services to be supplied by the Dealer. It is assumed any person acting on behalf of their business or place of employment is doing so with authority.
  
- 1.3. "Consumer", a Customer, being an individual who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession.
  
- 1.4. "Goods" means all vehicles as defined, or other things to be sold by the Seller to the Customer.
  
- 1.5. "Vehicle" includes any motor vehicle but typically in the form of a Minibus, Large Bus or Coach.

## 2. Enforceability

- 2.1. In the event of any one or more of these terms and conditions being declared unenforceable, the remaining terms and conditions shall nonetheless remain in full force and effect.

## 3. Written Confirmation

- 3.1. This order and any allowance in respect of a Vehicle offered by the Customer are Subject to **acceptance and confirmation** by the Seller, Bus and Coach Repairs Ltd.

## 4. Contract

- 4.1. The vehicle sale of a motor vehicle and accessories, if any, ("the Goods") by us, Bus and Coach Repairs Ltd ("the Seller") at the agreed price ("the Total Price") and any allowance in respect of a used motor vehicle offered by you ("the Buyer") incorporates the following clauses to form the contract between us.

## 5. Delivery

- 5.1. Where the date for delivery of the goods is not known at time of sale, any date provided is an estimate only. The Seller will use its best endeavours to secure collection / delivery of the Goods by the estimated delivery date (if any) but does not guarantee the time of delivery. The Seller shall not be obliged to fulfil orders in the sequence in which they are placed.
- 5.2. The Goods may be collected / delivered by the Seller or its agent in advance of the estimated date(s), if any, upon giving 7 days prior notice to the Buyer.
- 5.3. Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Buyer and the Seller has given notice to the Buyer that the Goods are ready for collection. The Goods will be physically delivered by the Seller to the Buyer **only where agreed** by the Seller and at the Buyer's cost.
- 5.4. The Seller may at any time cancel the contract for any reason by giving notice to the Buyer. The inability of the Seller to supply the goods shall not constitute a breach of contract or entitle the Buyer to any form of compensation or claim.

## 6. Price and Payment

- 6.1. The Goods will remain the property of the Seller and the Buyer shall not be permitted to collect the Goods until the Total Vehicle Price set out has been discharged in full (without set-off or counterclaim). Payment or part payment shall not be treated as a discharge until such time the money has been cleared through the Buyer's bank and time of payment shall be of the essence.
- 6.2. In the event the Buyer arranges for a finance company to purchase the Goods from the Seller at the Total Vehicle Price payable, the Seller shall not release the Goods until the Total Vehicle Price has been discharged in full, including receipt of cleared funds from the said finance company.

## **7. Part Exchange**

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

7.1.1. The used vehicle for which the Buyer receives such allowance must be his or her property absolutely and not the subject of any hire purchase agreement or other legal encumbrance whatsoever. If such used motor vehicle shall be the subject of a hire purchase transaction then such hire purchase transaction must be capable of early settlement by the Seller and the Total Retail Price due to the Buyer shall be reduced by the amount of such settlement.

7.1.2. That such used Vehicle shall be delivered to the Seller on or before delivery of the Goods to be supplied by them hereunder, and the property in the said used Vehicle shall thereupon pass to the Seller absolutely.

7.1.3. That without prejudice to the above, such used vehicle shall be delivered to the Seller within 14 days of notification to the Customer that the Goods to be supplied by the Seller are available for delivery.

**7.2.** In the event of the non-fulfilment of any of the foregoing conditions, the Seller shall be discharged from any obligations to accept the said used Vehicle or to make any allowance in respect thereof, and the Customer shall discharge in cash the full price of the Goods to be supplied by the Seller.

## **8. Failure to collect goods**

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

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

**8.3.** The Seller reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.

## **9. Examination of Goods and Reliance**

- 9.1.** Prior to committing to purchase any vehicle, the Buyer shall examine the Goods to be purchased (if such are available for inspection) and the Buyer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by the Seller to the Buyer before agreement of the sale, the condition of satisfactory quality referred to above does not operate in relation to those defects.
- 9.2.** The Buyer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the Seller's skill or knowledge regarding the Goods' fitness for any particular purpose or use

## **10. Variation**

- 10.1.** Any variation agreed between the Seller and the Customer regarding the Goods to be supplied shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

## **11. Warranty**

- 11.1.** The Buyer acknowledges that in the case of the Goods being second-hand, the Goods will be sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and subject to paintwork and/or bodywork repairs that may have been carried out to it.

## **12. Distance and Off Premises Contracts**

- 12.1.** In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 , if the Buyer entered into this contract (1) without face-to-face contact with the Seller or (2) after placing an order during the simultaneous physical presence of the Buyer and Seller at a place which is not the Seller's premises or (3) by a distance communication immediately after the Buyer was addressed during the simultaneous physical presence of the Buyer and the Seller at a place which is not the Seller's premises then the Buyer may cancel the contract without giving any reason up to 14 days after the day upon which the Buyer (or anyone on the Buyer's behalf) takes possession of the Goods.
- 12.2.** In order to exercise the right to cancel the Buyer must send to the Seller a clear statement by letter sent by post, fax or email to this effect.
- 12.3.** On cancellation the Buyer shall return the Goods to the Seller at the Buyer's expense without undue delay and in any event not later than 14 days after the day on which the Buyer advises the Seller of the cancellation at the Buyer's cost. On cancellation the Seller shall reimburse to the Buyer all payments received from the Buyer including any delivery costs.
- 12.4.** If the value of the Goods is diminished because of the Buyer handling the Goods, the Seller may recover that amount from the Buyer and the Seller can deduct this amount from the amount of the reimbursement provided for under these Terms and Conditions. The Seller will normally view any alteration, modification or personalisation of the Goods or driving for in excess of 100 miles

as going beyond what is necessary to establish to nature, characteristics and functioning of the Goods.

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

### **13. Defective Goods**

- 13.1.** Without prejudice to above, any claim by the Buyer which is based on any defect in the quality or condition of the Goods on delivery or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of collection of the Goods or the date of refusal of delivery as the case may be or (where the defect or failure is not apparent upon reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller as above the Buyer shall be deemed to have accepted the Goods.
- 13.2.** If the Buyer is a person engaged in the motor trade, the Goods are sold on the understanding of "SEEN, TRIED AND APPROVED" and the Seller shall have no liability whatsoever. For the avoidance of doubt such Buyer shall not be considered a consumer afforded protection under the Consumer Rights Act 2015.

### **14. Retention of Title and Risk**

- 14.1.** Risk of damage to or loss of the Goods are at the risk of the Customer as soon as they are delivered into the physical possession of the Customer or their nominated representative.
- 14.2.** Goods shall remain the sole and absolute property of the Seller as legal owner until such time as the Customer shall have paid to the Seller the full price together with all storage charges and interest that may be due to the Seller under this contract. Until payment in full, as aforesaid, has been made the Customer acknowledges that they are in possession of the goods solely as agent of the Seller.
- 14.3.** Until the Customer becomes owner of the Goods, they will store them separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Dealer.
- 14.4.** The Customer's right to possession shall cease if they, not being a company, become bankrupt or if they, being a company, do anything, or fail to do anything which would entitle a Receiver to take possession of any assets or which would entitle any person to present a petition for winding-up.
- 14.5.** Should the Customer's right of possession cease they will notify the Seller and immediately make the goods available for collection. The Seller may, for the purposes of recovery of the Goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess them.

## **15. Right of Lien**

The Seller shall have a general lien on any property of the Customer in its possession for all monies owing to the Seller by the Customer on any account whatsoever.

## **16. Authority to Contract**

**16.1.** Goods supplied by the order of any person in the Customer's employment or by any person reasonably believed by the Seller to be the Customer's agent or by any person to whom the Seller is entitled to make delivery of the vehicle shall be paid for by the Customer.

## **17. Authority to Uplift**

**17.1.** Where a person who, so far as the Seller is aware, has authority to uplift Goods or Vehicles and does so, the Seller shall have no liability to the Customer for any loss or damage resulting on any grounds whatsoever. It shall not be obligatory upon the Seller to confirm the authority of any person reasonably believed to be the agent, or to have been at some time, connected with the Customer.

## **18. Authority to Drive**

**18.1.** In connection with the supply of a Vehicle or an inspection or testing or the preparation of any estimate in connection therewith, the Seller shall be entitled to drive the vehicle on the road or elsewhere as it shall deem necessary. These provisions shall apply also to any Vehicle offered by the Customer in part-exchange.

## **19. Recovery and Collection of Vehicles**

**19.1.** Time is not of the essence and whilst the Company will use its best endeavours to comply with any attendance/completion and/or date/time suggested or stipulated, the Company will not be deemed to complete / attend as an agreed contract. Any mention of any date / time shall be construed as no more than a guide or estimate and without prejudice. No responsibility can be accepted for any delays caused by other means or late arrival beyond the Company's control.

**19.2.** Driving or moving of Vehicles by the Company's Employees, Servants or Agents is done so as the customer, or their Agent duly authorises them to do so.

**19.3.** At no time do Bus and Coach Repairs Ltd accept responsibility for loss and/or damage to vehicle(s) or property, including the Customer or their Agents personal belongings.

**19.4.** It is assumed access to vehicles requiring removal off site(s) has been assessed and relevant permissions gained to undertake the said removal. Any on site contact is presumed to have necessary authorisation to make decisions that may be necessary on the day. These include removal of locks, fences and gates. No responsibility will be accepted by Bus and Coach Repairs for wrongful removal of the aforesaid property and its fittings.

- 19.5.** It is assumed the Customers' and their Agents have full responsibility to make decisions about removal of vehicles from Site (which includes uplift/removal of perimeter fencing and/or gates and/or locks).
- 19.6.** Prior to the arrival of Bus and Coach Repairs Ltd it is expected the Customer has undertaken a full Risk Assessment of the Site and has ensured access is available for large HGV with no risk of harm or Injury to Staff, Children, Neighbours, Public or Bystanders and their own property whilst the removal is carried out.
- 19.7.** Should the removal of the agreed vehicle fail to be carried out at the fault of the Customer and or its Agent, Bus and Coach Repairs Ltd reserve the right to make a charge for Services of attending at their hourly rate plus VAT.
- 19.8.** Damaged caused to any property is not at fault of Bus and Coach Repairs Ltd or any of their Personnel including Drivers and Assistants. No claims will be accepted.

## **20. Data Protection**

- 20.1.** The Seller will hold the information shown on the invoice as Data Controllers. This information will not be passed to third party organizations. The Seller may contact the Customer by email, telephone or letter to inform the Customer of products or services which may be of interest to the Customer, or the Customer may be asked to participate in a Customer survey by either the Seller, the vehicle manufacturer or third party. If the Customer does not want their information to be used in this way the Customer should notify the Seller in writing to the Sellers' address.
- 20.2.** All agreements between the Seller and the Customer are personal to the Customer. The Customer may not assign his rights or liabilities to any third party by any means.

## **21. Notices**

- 21.1.** All written notices given by the Seller to the Customer shall take effect 24 hours after being despatched by the Seller in the normal course of post to the Customer's address shown on the order or invoice.

## **22. Export Outside EU**

**22.1.** The Seller reserves the right to cancel this order if it believes that:

- 22.1.1. the Customer intends to resell the Goods outside the European Union (Contract Territory) for commercial gain within a period of 12 months; or
- 22.1.2. where the Customer is a corporation its place of business is not within the European Union;
- 22.1.3. where the Customer is a finance company and either, the Goods are not being purchased on behalf of an end user or they are and such end user is not resident nor has its place of business within the European Union.
- 22.1.4. The Customer shall indemnify the Seller and keep the Seller indemnified from all and any liability and direct losses (to include but not limited to any service commission paid to the manufacturer and any debit back of profit margin from the manufacturer), damages, costs or expenses which the Seller sustains or incurs as a result of the Customer exporting or selling (whether directly or indirectly through any third party) the Goods outside the European Union.

## **23. Dispute Resolution**

**23.1.** In the event of a complaint or dispute of any kind the Customer should follow the following complaints handling procedure:

- 23.1.1. All formal/written complaints relating to the Company, its staff or services must be brought to the attention of a Director of the Company.
- 23.1.2. An investigation of the complaint will be carried out by a Director on behalf the Company.
- 23.1.3. A Director, on behalf of the Company, will provide a written response to the complainant with his/her findings within 5 working days. Should further time be required for the investigation, the complainant will be contacted before the end of the fifth working day with a progress update explaining the reasons for the time extension. The investigation must be completed by the end of the seventh working day since the last contact with the complainant.
- 23.1.4. Once the investigation has been completed, a letter/e-mail will be sent to the complainant explaining the Company's position. The letter/e-mail will explain the details of the investigation including factual details of the findings. The letter/email will summarise the Company's position regarding the outcome of the investigation.
- 23.1.5. If the Company has not received feedback from the complainant following the outcome of the letter/email within one calendar month, the Company will assume that the matter has been fully resolved.
- 23.1.6. All complaints' records will be stored electronically and/or on hard copy in a secure folder.

**23.2.** Where the Customer's complaint cannot be resolved, once the Customer has exhausted the Sellers' internal process the Customer may refer the dispute to ADR at the National Conciliation Service who can be contacted as follows:-

National Conciliation Service  
2nd Floor, Chestnut Field House  
Chestnut Field  
Rugby  
Warks  
CV21 2PA

Telephone 01788 538317

Where any dispute cannot be resolved through ADR, a Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.