

TERMS AND CONDITIONS OF SUPPLY

This page (together with any documents referred to on it) tells you the terms and conditions (**Conditions**) on which we supply any vehicle (**Vehicle**) listed on our website www.uk-car-discount.co.uk (**our site**) to you. These Conditions shall govern any contract for the sale of any Vehicle listed on our site which is made at a distance between us and any customer (**you, or the Customer**) via our site. By placing your order with UK Car Discount you accept these Conditions.

It is important to read and understand these Conditions before placing your order.

1. INFORMATION ABOUT US

www.uk-car-discount.co.uk is a site owned and operated by UK Car Discount Limited (**we, us or UK Car Discount**). We are registered in England and Wales under company number 5004960 with our registered office at 45-49 Greek Street, Stockport, Cheshire, SK3 8AX, United Kingdom and main trading address at 307 Stockport Road, Timperley, Altrincham, Cheshire, WA15 7SP, United Kingdom. Our VAT number is 850 1844 38.

2. SERVICE AVAILABILITY

It is prohibited to access our site from territories where its contents are illegal or unlawful. If you access this site from a location outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 You will be requested to submit information about the Vehicle's specification to us for a quotation. On receipt of your request we will provide you with a quotation detailing your selected Vehicle options and our suggested price for the Vehicle. This quotation is for information purposes only and is not an offer to sell you the Vehicle.

- 4.2 If you are happy with the price contained in the quotation, you should telephone our sales team to let us know that you are interested in placing an order. Our sales representative will confirm the Vehicle's options and price with you and will confirm your details and issue you with an invoice which will, subject to clause 5.1, state the estimated delivery date of the Vehicle. We will also at this stage take payment of the deposit stated in the quotation. Only at this point will a contract between us (the **Contract**) be formed and an email confirming the details of the Vehicle and your order will be sent to you.
- 4.3 You must ensure that the terms of your order and any applicable specification are complete and accurate.
- 4.4 These Conditions will be incorporated in the Contract to the exclusion of all other terms and conditions.
- 4.5 Except as provided under clauses 5.3, 6.3 or clause 8 of these Conditions, no Contract may be cancelled by you except with the agreement in writing of UK Car Discount and on terms that your deposit shall be forfeit and further that you shall indemnify UK Car Discount 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 us as a result of cancellation.

5. DELIVERY

- 5.1 If we are able to do so, we will provide you with an initial delivery date on the invoice (the **Estimated Delivery Date**). The Estimated Delivery Date is approximate only, but we would not usually expect it to be longer than 16 weeks from the date of formation of the Contract. In the event that no Estimated Delivery Date is given, we will deliver the Vehicle to you within 4 weeks of the Vehicle being made available to us.
- 5.2 We will endeavour to deliver the Vehicle by the Estimated Delivery Date, but you accept we are dependent upon the manufacturer/our supplier delivering the Vehicle to us within certain timescales. If we are not able to deliver the Vehicle to you by the Estimated Delivery Date, we will notify you of a proposed new delivery date by email (the **Revised Delivery Date**).
- 5.3 If you are not satisfied with the Revised Delivery Date, then you must inform us of your intention in writing within 7 days to cancel the Contract and we will cancel the order with the manufacturer/our supplier and return your deposit to you. We reserve the right to cancel the Contract if you fail to confirm your acceptance to the Revised Delivery Date within seven days of us informing you of the Revised Delivery Date. Under such circumstances we will refund your deposit, less our standard administration charge of **£300.00**.

- 5.4 We shall have no liability to pay any money to you for any loss or delay caused pursuant to clause 5.2, other than to refund to you the amount of the deposit paid by you for the Vehicle (less our standard administration charge, where applicable).
- 5.5 We may at any time cancel the Contract and refund your deposit without any further liability to you if the manufacturer ceases to make the Vehicle, or ceases to supply the Vehicle to us. If we are unable to supply any option or accessory, whether factory fitted or otherwise, we may at our discretion either substitute a reasonable equivalent or delete the option or accessory from the Contract. If any option or accessory is deleted, the purchase price of the Vehicle shall be adjusted by the price thereof. The inability of UK Car Discount to supply an option or accessory shall not constitute a breach of the Contract or entitle you to reject the Vehicle.
- 5.6 In delivering the Vehicle to you, we will endeavour to ensure that the Vehicle reaches you in the same condition that it left our holding centre. As you will appreciate however, due to road and environmental conditions the Vehicle may not be perfectly clean and may have suffered such reasonable wear and tear as would be expected during a road journey from its storage location to your address. You accept that we shall not be liable for any such reasonable wear and tear, nor shall we be liable for any loss or damage caused to the Vehicle in delivering the Vehicle to you, unless caused as a direct result of our negligence.
- 5.7 Upon delivery of the Vehicle to you, you shall examine the Vehicle and you are 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. You confirm that you have satisfied yourself as to the suitability of the Vehicle for your requirements and have not relied upon UK Car Discount's skill or knowledge regarding the Vehicle's fitness for any particular purpose or use.
- 5.8 Without prejudice to the terms of any manufacturer's warranty, any claim by you which is based on any defect in the quality or condition of the Vehicle on delivery or its failure to correspond with specification shall (whether or not delivery is refused by you) be notified to us within 14 days from the date of delivery of the Vehicle 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; otherwise, you shall be deemed to have accepted the Vehicle. For the avoidance of doubt and notwithstanding timely notification in accordance with this clause 5.8, no liability shall arise where any defect results from or is worsened by wear and tear, or in any of the circumstances described at clause 9.1.
- 5.9 Risk in the Vehicle shall pass to you upon delivery of the Vehicle to you, but the property in the Vehicle shall not pass to you until the purchase price has been discharged in full.

- 5.10 Until such time as the property in the Vehicle passes to you, you shall keep the Vehicle properly stored, protected and insured and identified as UK Car Discount's property. Further, we shall be entitled at any time to require you to deliver up the Vehicle to us and if you fail to do so forthwith, to enter upon any premises of yours where the Vehicle is stored and repossess the Vehicle.
- 5.11 You shall not be entitled to sell, pledge or in any way charge by way of security for any indebtedness any Vehicle which remains the property of UK Car Discount, but if you do so all monies owing by you to UK Car Discount shall (without prejudice to any other right or remedy of UK Car Discount) forthwith, become due and payable.

6. PRICE AND PAYMENT

- 6.1 The purchase price of the Vehicle is the total price payable by you for the Vehicle inclusive of road tax (which is subject to variation below), value added tax at the rate in force on the date the Contract is formed, number plates, any optional features in the quotation on which the Contract is based, and delivery.
- 6.2 The purchase price is subject to variation if the amount attributable to road tax increases or decreases between the formation of the Contract and the delivery of the Vehicle. Any variation will be reflected in the final balance due from you.
- 6.3 If before delivery of the Vehicle the manufacturer's recommended retail price for the Vehicle is increased, we reserve the right to give notice of our intention to pass such increase on to you. Upon receipt of such notice, you shall be entitled by notice in writing to us to cancel the Contract within 14 days of the date of our notice to you. Upon such cancellation, your deposit shall be returned and we shall be under no further liability to you. If no notice is received by us from you within 14 days of the date of our notice to you, then you shall be bound to purchase the Vehicle at the increased price.
- 6.4 The purchase price less any deposit paid, settlement figure and part exchange allowance shall be payable by you in pounds sterling by bank transfer made payable to "UK Car Discount Limited" (unless an alternative method of payment is agreed at the date of the Contract) upon delivery of the Vehicle. Time of payment is of the essence.
- 6.5 A copy of your driving licence, passport and two recent utility bills together with details of the method to be used for payment must be provided to us prior to delivery of the Vehicle.
- 6.6 Full payment of the purchase price will be due from you to us upon delivery of the Vehicle at your home address (or such other delivery address as may be agreed). If you fail to accept delivery of and/or fail to pay for the Vehicle upon delivery to you as aforesaid, then (without limiting any other remedy available to us) we may, at our

option, either choose to store the Vehicle at your cost or elect to treat the Contract as repudiated by you and any damage, loss or expenses which we may have suffered or incurred by reason of your default (including as a result of selling the Vehicle at a lower value and/or storage and transportation costs) shall become immediately due and payable by you.

- 6.7 If you fail to pay any sum due under the Contract when due, you will be liable to pay interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of National Westminster Bank Plc, accruing on a daily basis until full payment is made (a part of a month being counted as a full month for the purpose of calculating interest).
- 6.8 If you choose to purchase a Vehicle from us using finance from a third party or through a leasing company, then in addition to these Conditions, you will be subject to such further terms and conditions as may be imposed by the finance or leasing company. We shall not release the Vehicle until the purchase price has been discharged in full by receipt of cleared funds from said finance or leasing company.

7. PART EXCHANGE VEHICLES

- 7.1 We no longer take part exchange vehicles.

8. CONSUMER RIGHTS

- 8.1 For the purposes of these Conditions, you shall be contracting as a consumer if you are not acting for the purposes of your business, trade or profession in purchasing a Vehicle from us. All other customers shall be contracting as business customers. If you are contracting as a consumer, then you may, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, cancel a Contract (without giving any reason for cancellation) at any time within the period:
- (a) beginning upon the submission of your order; and
 - (b) ending at the end of 14 days after the day on which the Vehicle comes into your physical possession or the physical possession of a person identified by you to take possession of the Vehicle.
- 8.2 In order to cancel a Contract on the basis described in clause 8.1, you must inform us of your decision to cancel. You may inform us by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

- 8.3 Upon cancellation, UK Car Discount shall reimburse to the Customer all payments received from the Customer, including delivery costs.
- 8.4 Upon cancellation, the Customer shall return the Vehicle to UK Car Discount at the Customer's cost without undue delay and in any event not later than 14 days after the day on which the Customer advises UK Car Discount of the cancellation. If the Customer fails to deliver the Vehicle to UK Car Discount in accordance with this clause 8.4, UK Car Discount may make a charge for its direct costs of recovering the Vehicle from the Customer.
- 8.5 UK Car Discount will reimburse the Customer using the same means of payment as the Customer used (unless otherwise agreed) without undue delay and in any event within 14 days after UK Car Discount received the Vehicle back.
- 8.6 On cancellation, any related credit agreement or other ancillary contract will be cancelled. If the cancelled Contract involved a Part Exchange Vehicle, the provisions of clause 7.8 will apply.
- 8.7 If the value of the Vehicle is diminished because of the Customer handling the Vehicle beyond what is necessary to establish the nature, characteristics and functioning of the Vehicle, UK Car Discount may recover that amount from the Customer. UK Car Discount will typically view any alteration, modification or personalisation of the Vehicle or driving the Vehicle for in excess of 100 miles as going beyond what is necessary to establish to nature, characteristics and functioning of the Vehicle.
- 8.8 If the Vehicle is made to the Customer's specifications or clearly personalised then the Customer does not have the right to cancel the Contract.

9. WARRANTY

- 9.1 We shall use all reasonable endeavours to pass the benefit of any manufacturer's warranty on to you. Remedial work under any such warranty may be carried out by any dealer approved by the relevant manufacturer (a **Dealer**) at whose sole option any defective parts will be repaired or replaced. The manufacturer's warranty does not apply if and to the extent that the defect is caused or worsened by one of the following circumstances:
- (a) after discovering the defect you have failed either to inform UK Car Discount or to have the defect examined by a Dealer without reasonable delay;
 - (b) you have failed to give a Dealer the option to repair the Vehicle without reasonable delay;
 - (c) the Vehicle or any part thereof has been subject to misuse, negligence, or accident or has been used for racing or similar sports;

- (d) the Vehicle has been repaired or maintained and that repair or maintenance has not been carried out by or through a Dealer and/or to the manufacturer's recommendations;
- (e) parts have been installed into the Vehicle the use of which have not been approved by the manufacturer, or the Vehicle has been altered or modified in a manner not approved by the manufacturer;
- (f) instructions concerning the treatment, maintenance and care of the Vehicle have not been adhered to.

10. OUR LIABILITY

10.1 If you are contracting as a consumer:

- (a) we warrant to you that any Vehicle purchased from us through our site is of satisfactory quality and reasonably fit for all of the purposes for which goods of that kind are commonly supplied; but
- (b) we shall only be liable to you for losses that are caused as a result of any breach of Contract by us and for losses that are caused as a result of our negligence (up to the value of the purchase price of the Vehicle); and
- (c) we shall not be liable for any loss pursuant to clause 10.1.(b) if:
 - (i) any such loss is not foreseeable. Losses are foreseeable if they could have been contemplated by both of us at the time that your order was accepted by us; or
 - (ii) any such loss (or any part thereof) was caused by or contributed to by your breach of any of these Conditions; and
- (d) for the avoidance of doubt, we shall not be liable for any indirect losses which happen as a side effect of the main loss or damage, and which are not foreseeable by you and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) howsoever arising and whether caused by breach of contract, negligence, or otherwise.

10.2 If you are contracting as a business customer:

- (a) all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law;
- (b) without limiting the generality of clause 10.2.(a), we shall not be liable to you if any monies due from you to us have not been paid in full;
- (c) without prejudice to any of the provisions of this clause 10.2, we shall have no liability to you for any:
 - (i) consequential losses;

- (ii) loss of profits and/or damage to goodwill;
 - (iii) economic and/or other similar losses;
 - (iv) special damages and indirect losses;
 - (v) business interruption, loss of business, contracts and/or opportunity; and/or
 - (vi) inconvenience, delay or loss of production;
- (d) without limitation to any of the foregoing, our aggregate liability to you (whether for breach of Contract or for negligence or otherwise howsoever), for any loss or damage of whatsoever nature and howsoever caused, shall be limited to and in no circumstances shall exceed the purchase price of the Vehicle; and
- (e) without limitation or prejudice to any of the foregoing, you shall indemnify and hold us, our partners, affiliates, officers and their employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising from any breach of the Contract by you, or the infringement by you, or anybody else using your account, of any intellectual property or other right of any person or entity.

10.3 Nothing in these Conditions shall exclude or limit in any way our liability:

- (a) for death or personal injury caused by our negligence;
- (b) under section 2(3) of the Consumer Protection Act 1987;
- (c) for fraud or fraudulent misrepresentation; or
- (d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11. TERMINATION/SUSPENSION

11.1 In the event that:

- (a) the Customer is a company and makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrative receiver appointed or goes into insolvent liquidation; or
- (b) the Customer is a partnership and becomes wound-up or a receiver is appointed or it enters into an individual voluntary arrangement; or
- (c) the Customer is an individual and enters into an arrangement, compromise or composition in satisfaction of debts with its creditors or suffers bankruptcy; or

- (d) if we reasonably apprehend that any of the events mentioned above is about to occur in relation to the Customer, or that the Customer will be unable to meet its financial obligations in respect of the Contract; or
- (e) if the Customer is in material or persistent breach of any of its obligations under the Contract;

then, without prejudice to any other right or remedy available to us we shall be entitled to cancel the Contract or suspend delivery under the Contract and forfeit any deposit paid by you without any liability to you and if the Vehicle shall have been delivered but not paid for, the purchase price of the Vehicle shall become immediately due and payable in full, notwithstanding any previous agreement or arrangement to the contrary.

12. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

13. NOTICES

All notices to us shall be in writing and shall be made either via e-mail or post to the addresses in the Contact Us section of our site. We may broadcast notices or messages through our site or contact you by email and notification by either of these methods shall constitute notice to you.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

- 14.1 Any Contract between you and us is binding on you and us and on our respective successors and assigns.
- 14.2 You shall not assign or delegate all or any of your rights or obligations under the Contract without our prior written consent, such consent not to be unreasonably withheld.
- 14.3 We reserve the right to assign, subcontract or transfer all or any of our rights and obligations under the Contract to any person, firm or company without notice to you.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks; or
 - (f) the acts, decrees, legislation, regulations or restrictions of any government.
- 15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. MARKET RESEARCH

All information collected via market research methodologies on our site is used solely to improve our services, online features and usability (unless specifically stated in the relevant survey). All data collected from any survey is used for statistical purposes only, in accordance with the Market Research Society's Code of Conduct. It will not be used for any other marketing purposes unless express permission has been given by the individual in any relevant survey.

17. COMPLAINT HANDLING

In the unlikely event that you experience a problem with any Vehicle or the service you have received from us, we will provide and seek to agree with you an acceptable action plan to resolve your question, concern or query within 2 working days. The action plan will hopefully enable us to resolve your problem, but in some cases it will

form the first stage of a process that needs to be completed. For example, stage 1 could be to arrange for your concerns regarding the Vehicle to be investigated; once the results of the investigation are known, a full plan of action can be put together to resolve the issue. Please note that our commitment is not a guarantee that the issue will be resolved within 2 working days but it is a commitment to ensure that your question, concern or query is being addressed in a timely fashion. Any question, concern or query should be raised with us by telephone by calling 0161 946 3500, or by sending an email to sales@uk-car-discount.co.uk.

18. WAIVER

- 18.1 If we fail, at any time during the pendency of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 18.3 No waiver by us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

19. SEVERABILITY

If any of these Conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. THIRD PARTIES

Neither UK Car Discount nor the Customer intends that any of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.

21. ENTIRE AGREEMENT

- 21.1 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and

supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

- 21.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Conditions.

22. OUR RIGHT TO VARY THESE CONDITIONS

- 22.1 We have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

- 22.2 You will be subject to the Conditions in force at the time that you place your order with us, unless any change to these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to these Conditions before the Contract formation date.

23. LAW AND JURISDICTION

The Contract will be governed by English law. Any dispute arising from, or related to, the Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.