

**TERMS AND CONDITIONS OF BUSINESS: VEHICLE SALES  
(NOTHING IN THIS DOCUMENT IS INTENDED TO RESTRICT THE LEGAL RIGHTS OF A CONSUMER)  
Jardine Motors Group – May 2024**

**GENERAL**

- 1) These terms and conditions, together with the details set out on the order form or invoice, are intended to contain all the terms of the Agreement between us (the "Seller") and you (the "Purchaser") relating to the sale and purchase of the Vehicle described on the order form or invoice (the "Goods") which we shall supply to you in accordance with the terms of this Agreement. If you wish to rely on any amendment or addition to this Agreement you should ensure it is confirmed in writing by one of our duly authorised representatives.
- 2) You must provide us with any information we need from you in order to comply with financial crime or money laundering regulations and legislation, and you guarantee the accuracy of the information supplied.
- 3) For the purchase of a Vehicle, you may arrange for a finance company, whose identity has been agreed in advance by us, to purchase it from us for the Purchase Price within 7 days of being notified that it is ready for delivery. The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly. When the finance company purchases the Vehicle, the provisions of this Agreement relating to the Part Exchange Vehicle (if any) shall continue to apply but we shall account for the Part Exchange Allowance and any deposit paid under this Agreement to the finance company on your behalf.
- 4) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

**PRICE**

- 5) The Purchase Price is the price for the Goods set out on the order form or invoice, including (where applicable) accessories, road fund licence, delivery, car tax and VAT, current at the relevant time. If the rate or amount of car tax, VAT or road fund licence changes, or there are any tariffs or other taxes imposed, in each case whether between the date of order and the date of delivery or otherwise, you must pay all such sums as notified by us to you and/or current at the date of delivery.
- 6) If the manufacturer or the importer or other supplier of the Goods changes the recommended price after you have ordered them but before delivery, we will notify you of any revision we propose to make to the Purchase Price. If we propose an increase in the Purchase Price, or a decrease which is less than the decrease in recommended price, you may give notice in writing within 14 days after such notice cancelling this Agreement, in which case clause 16 shall apply. If we do not receive notice of cancellation within this period, the Purchase Price shown on this Agreement will be amended as proposed and you agree to pay the amended Purchase Price in accordance with clause 14.

**PART EXCHANGE VEHICLE**

- 7) If we agree to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we shall only be bound to do so if the Part Exchange Vehicle is: a) free from any purchase agreements, charges or other encumbrances (together "Encumbrances") which you did not disclose to us before the date of order; b) delivered to our place of business before we deliver the Goods to you; and c) in the same condition (subject only to fair wear and tear and reasonable increase in mileage) on delivery to us as you have represented it to us or (where applicable) as it was when we examined it before agreeing the Part Exchange Allowance. If you fail to satisfy any of the above conditions, we will not be obliged to accept the Part Exchange Vehicle or to allow the Part Exchange Allowance against the Purchase Price and you will be required to pay the full Purchase Price under this Agreement.
- 8) If the payment required to release the Part Exchange Vehicle absolutely from any Encumbrances is greater than the amount you disclosed to us before the date of order, or if the Part Exchange Vehicle is delivered in a worse condition or with an unreasonable increase in mileage, we may nevertheless in our discretion agree with you a reduced Part Exchange Allowance and accept the Part Exchange Vehicle.
- 9) In addition to the provisions set out in clauses 7 and 8, we cannot guarantee the valuation of your Part Exchange Vehicle for longer than 30 days from the date on which you first receive your valuation from us and the valuation of your Part Exchange Vehicle may be revised if your Part Exchange Vehicle has not been sold and delivered to us prior to the end of this 30 day period.

**DELIVERY AND PAYMENT**

- 10) Unless otherwise agreed you will collect the Goods from us at the site from which they were ordered. At the time of ordering the Goods you will be provided with an estimate as to when the Goods will be available for collection. While we endeavour to deliver the Goods by any estimated delivery date, we will not be liable for any claim for compensation of any description arising out of a delay in delivery due to reasons beyond our reasonable control. In the event of such a delay, we will contact you to agree an alternative delivery date.
- 11) If we fail to deliver the Goods within 42 days of the estimated delivery date, you may give us notice requiring delivery. If we fail to deliver within 28 days of receipt of such notice, you may give us notice cancelling the Agreement and clause 16 will apply.
- 12) We may give you notice cancelling this Agreement at any time before delivery if the manufacturer ceases to make the model or specification of Goods you have ordered, or if we are unable to obtain them from the importer or other supplier, and clause 16 will apply.
- 13) If we are unable to supply any accessory or equipment (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer at your option either to substitute a reasonable equivalent or to delete the accessory or equipment from this Agreement and adjust the Purchase Price accordingly. Subject to this, you shall have no claim against us in respect of our failure to supply any accessory or equipment (where it does not constitute the main characteristics of the Goods) and you shall not be entitled to cancel the Agreement.
- 14) We will inform you when the Goods are ready for delivery, and you must pay the Purchase Price (less any deposit and/or Part Exchange Allowance) and take delivery within 7 days of being so informed. Unless otherwise agreed by us in writing all payments must be made by debit card, credit card or by electronic funds transfer to our bank account. If we agree in our absolute discretion to accept any payment by personal cheque, building society cheque or banker's draft, this must be received not less than 8 banking days before the proposed delivery date of the Goods in order to ensure that we receive cleared funds before delivery. We do not accept payment in cash (whether by hand or paid into our account over the counter at any bank) over £5,000 whether paid as one payment or as several smaller payments amounting to over £5,000 in the same transaction, or within any 3 month period. If you fail to pay the Purchase Price and take delivery within 10 days of being informed that the Goods are ready for delivery, we may give you notice cancelling the Agreement and clause 17 shall apply.
- 15) **You confirm and agree that you do not intend to and will not resell the Goods anywhere in the world for commercial gain within 6 months of delivery. You also confirm that: you are resident or your place of business (as applicable) is in the UK or the European Economic Area ("EEA"); or, where you are a finance or leasing company, the end user of the Goods is resident or has its place of business within the UK or the EEA. We may cancel and terminate the Agreement where we have reasonable suspicions prior to delivery of the Vehicle that you may resell the Goods in breach of this clause 15 in which case we will refund your deposit in accordance with clause 16. If you breach any confirmation or agreement set out in this clause 15, we will be entitled to claim from you any charges and other direct losses we properly incur under any agreement we have with the manufacturer and/or importer of the Goods as a direct result of your breach.**

**EFFECT OF CANCELLATION**

- 16) If we cancel the Agreement pursuant to clause 12 or 15, or if you cancel the Agreement pursuant to clause 6 or 11, we will refund your deposit and neither party shall have any further liability to the other party.

- 17) If we cancel the Agreement pursuant to clause 14 or if you cancel the Agreement for any reason other than clause 6 or 11, we will endeavour to sell the Vehicle to another person. If it is not sold within a reasonable time we may at our discretion sell it at auction. Within 7 days of the date of sale, we will give you a statement showing the sales price and any additional costs we have incurred in reselling the Vehicle and will refund the balance of your deposit, if any, after deducting the amount we have lost (i.e. any reduction in the sales price and the additional costs of resale). If our loss is greater than your deposit, you must pay us the difference within 7 days. We will provide copies of any receipts if you request them.

**TRANSFER OF OWNERSHIP AND RISK**

- 18) The Goods will continue to belong to us until the total Purchase Price has been paid in full. You will, however, be responsible for any loss or damage from when they are delivered to you and should insure accordingly. A cheque will not be treated as payment until it has been cleared. Ownership of the Part Exchange Vehicle will transfer to us when you take delivery of the Goods.

**MANUFACTURER/IMPORTER WARRANTY**

- 19) If the Goods are new, we undertake that any pre-delivery work specified by the manufacturer will be carried out and the Goods will be sold with the benefit of the manufacturer's warranty. The manufacturer's warranty is provided directly by the manufacturer or importer. It is additional to your legal rights. The terms and conditions of the manufacturer's warranty shall apply as described in the information given or made available to you.

- 20) Except where you are buying as a consumer, and except for fraud or for death or personal injury resulting from our own negligence, we limit our liability for any breach of this Agreement to the amount of the Purchase Price and expressly exclude all liability in relation to the implied terms of satisfactory quality or fitness for purpose and for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.

**SET-OFF**

- 21) If you owe us money which is outstanding for any Goods, and we also owe you money, then we have the right to off-set the money you owe us against the money that we owe you, and just pay you the net amount.

**NOTICES**

- 22) Any notice given under this Agreement must be in writing and sent by email or by post (we recommend recorded delivery) to the address of the dealership (if a notice to us from you) or to your address (if a notice to you from us) as set out on the order form or invoice and shall be deemed to have been received in due course of post.

**DISTANCE SALES AND OFF-PREMISES SALES - CANCELLATION**

- 23) If this Agreement has been completed either without any face to face contact between us and you (or anyone acting on your or our respective behalf) or away from our business premises, and in each such case you are also acting as a consumer, you may give us notice to cancel this Agreement without giving any reason. This cancellation period will expire 14 days after the day on which you, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post or email) to the dealership, contact details for which are set out on your order form or invoice. You may use the cancellation form available on our website <https://documents.jardinemotors.co.uk/pdf/cancellation%20form.pdf> if you wish. To meet the cancellation deadline, you should send your communication confirming your exercise of the right to cancel before the cancellation period has expired. If you cancel this Agreement under this clause 23 then, subject to the other provisions of this clause 23, we will reimburse to you all payments received from you under this Agreement, without undue delay, and not later than:-

- a) 14 days after the day on which we receive the Goods back; or (if earlier)
- b) 14 days after the day you provide evidence that you have returned the Goods; or
- c) If there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement.

We may make a deduction from the reimbursement for loss in value of the Goods, if the loss is the result of unnecessary handling by you. We will make reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise, but in any event you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have sent evidence of having sent back the Goods to us, whichever is the earliest. You should send back the Goods or deliver them back to us at the address of the dealership shown on the invoice, without undue delay and in any event not later than 14 days after the day on which you communicate your cancellation of this Agreement to us. This deadline is met if you send back the Goods before the period of 14 days has expired. We will require that you bear the cost of returning the Goods to us. You must take reasonable care of the Goods and you will be responsible for any loss or damage from when they are delivered to you until when they are returned to us. You are liable for any diminished value of the Goods resulting from the handling of the Goods other than what is necessary to establish the nature, characteristics and functioning of the Goods. The rights of cancellation in this clause 23 do not apply where the Goods have been built to your customised specification or have been personalised for you. Where have you have part exchanged a vehicle to us as part of any transaction to which this clause 23 applies, the provisions of clause 24 shall also apply.

**CANCELLATION AND PART-EXCHANGE VEHICLE**

- 24) If we agree to accept the cancellation of the Agreement and return of the Vehicle to us for any reason after you have taken delivery of the Vehicle, and the transaction included a Part Exchange Vehicle, we will at our discretion either pay you the agreed part-exchange value (less sums referred to below) as part of the cancellation settlement or, if reasonably practicable, return the Part-Exchange Vehicle to you. Any cancellation settlement shall reimburse us for any sums we may have incurred to settle any finance or other interests affecting the Part-Exchange Vehicle. In addition, if we agree to return the Part Exchanged Vehicle to you as part of any reimbursement properly due to you, you agree to pay to us all reasonable costs that we may have incurred in relation to the preparation, maintenance, repair or improvement of the Part Exchange Vehicle since taking possession of it from you.

**COMPLAINTS AND DISPUTES**

- 25) If we receive a complaint from you, we will follow our complaints handling procedure which can be found on our website at [www.jardinemotors.co.uk/customer-services/complaints-handling-procedure](http://www.jardinemotors.co.uk/customer-services/complaints-handling-procedure) and is available from us on request. Financial services complaints we cannot settle may be referred to the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4 567 or 0300 123 9 123 or you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Whilst acting as a consumer, if a non-financial services related dispute arises that cannot be resolved between us within a reasonable timescale, you may refer the dispute to the free independent advisory and conciliation service operated by The Motor Ombudsman, the government-backed, self-regulatory body for the motor industry. For details of this service you can call their dedicated Consumer Advice Line on 0843 910 9000, submit an enquiry or complaint via the website [www.TheMotorOmbudsman.Org.uk](http://www.TheMotorOmbudsman.Org.uk) or write to The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN.

**PERSONAL DATA**

- 26) We may use the personal data you give us to tell you about our products and services by post, telephone, SMS or email, for market research purposes and to track sales. Further details on our processing of personal data can be found in our Customer Privacy Notice ("Privacy Notice"). You can obtain a copy of our Privacy Notice at our dealerships or online at <https://www.jardinemotors.co.uk/site/offline-privacy-notice>.

References to the Jardine Motors Group includes Jardine Automotive Limited, Jardine Cars Limited, Stratstone Luxury Vehicles Limited, Jardine Specialist Cars Limited and Jardine Sports Cars Limited.