

TERMS OF BUSINESS

Definitions

- "Company" means the company detailed overleaf, being part of the Lookers Group of Companies
- "Goods" means a vehicle, van, machine or parts sold by the Company to the Customer as specified overleaf.
- "Repair Services" means work carried out by the Company as specified overleaf, including any additional necessary work.
- "Item" means any item to which Repair Services are performed by the Company

1. Price

- 1.1 The price of the Goods will be the Company's quoted price as set out overleaf. Where no price has been quoted or a quoted price is no longer valid the price will be the Company's current price as at the date the contract is made.
- 1.1.1 Unless otherwise stated all prices quoted are valid for 30 days only.
- 1.1.2 Unless otherwise stated all prices exclude VAT and are for delivery at the Company's address as set out overleaf.
- 1.2 All prices given for Repair Services are estimates only. The Company is entitled to carry out such extra work being incidental to the Repair Services as it shall deem necessary.
- 1.3 The Company reserves the right at any time to increase the price of the Goods if a price increase is imposed on the Company by its supplier.
- 1.4 Unless otherwise agreed in writing the Customer must pay the price of the Goods or Repair Services in full before taking delivery of the Goods or collecting any item and in any event within 14 days of notification that delivery or collection can be made.
- 1.4.1 Non-payment by the due date shall entitle the Company to:
- cancel the contract or treat the same as being repudiated (and subject to the Company being obliged to mitigate its loss, any deposit paid by the Customer may be forfeited); and/or
 - charge the Customer interest at 5% p.a. on a daily basis over Barclays Bank PLC's base rate until payment is made in full; and/or
 - to exercise a lien over any Goods, items or other property of the Customer in the possession of the Company and sell the same under such lien having first given the notice to the Customer.
- 1.5 The Company reserves the right at any time to demand security for payment.
- 1.6 The Customer at all times has primary responsibility for paying the price of Goods and Repair Services even where repair Services are requested by the Customer under an insurance claim or manufacturer's warranty claim.

2. Part Exchange and Finance Purchase

- 2.1 If the Company agrees to part of the price for Goods being paid by way of a part exchange item such item must be delivered to the Company on or before delivery of the Goods and the following conditions apply as at the date of delivery of the Goods:
- the details and statements set out overleaf being true; and
 - the item being in the same condition as at the date of its examination or the acceptance of it as a part exchange item by the Company. If either or both of those conditions do not apply the Company shall be entitled to cancel the contract and to seek damages from the Customer. The Company shall be entitled to set off its damages against any deposit paid by the Customer.
- 2.2 If the Customer wishes to obtain finance for and/or purchase the Goods through a third party (i.e. a finance company) such an arrangement shall not effect the Customer's obligations hereunder even if the Company acts as the third party's agent in respect of such arrangements.
- 2.2.1 The Company shall at the request of the Customer transfer the title to the Goods to such third party PROVIDED THAT all legal and administrative costs of the Company are paid by the Customer and the Customer and the third party are bound by these conditions.
- 2.3 The Company reserves the right to settle any outstanding credit owing on an item offered by a Customer for part exchange and to deduct that amount from the value of the part exchange item.

3. Specification and Warranty

- 3.1 The specification of the Goods shall be that prevailing at the time of delivery.
- 3.2 The Customer shall receive such warranty and/or guarantee as is given by the manufacturer of the Goods to the Company, and the Customer hereby agrees to be bound by any conditions attaching to such warranty and/or guarantee.
- 3.3 The Company warrants that the Goods will comply with the specification and description set out overleaf (save as the same may be modified by these conditions) and that all repairs will be carried out using reasonable skill and care. All other conditions, warranties, stipulations, representations and statements (unless set out overleaf) whether express or implied by statute at common law or otherwise howsoever relating to the Goods and/or Repairs are hereby excluded to the fullest extent permitted by law unless the same has been made or agreed to by a director or branch manager of the Company and except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer or any third party for any direct or indirect loss whatsoever arising out of or in connection with the supply of the Goods or their use by the Customer or the performance of Repair Services, except as expressly provided in these conditions.
- 3.4 In the case of Repair Services where paintwork is required and the metal work is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting but no guarantee can be given in this respect. If partial painting only is required every endeavour will be made to match the existing colour but no guarantee can be given for a perfect colour match.
- 3.5 In the case of Repair Services we will replace or repair any part found to be defective by any reason of defective material or workmanship PROVIDED THAT:
- we shall not be liable if the vehicle, van or machine has travelled 6,000 miles after completion of the repairs or after 6 months has passed from completion of the repairs (whichever is the sooner) and/or
 - we shall not be liable if the vehicle, van or machine has been abused in any way or damaged by wear and tear, neglect, rust, improper use or failure to maintain and/or
 - we shall not be liable if the vehicle, van or machine has been involved in a subsequent accident.
- 3.6 The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform, any of the Company's obligations in relation to the Goods or the repair Service, if the delay or failure was due to any cause beyond the Company's reasonable control.
- 3.7 The Company shall be under no liability under the warranty (or any other warranty, condition or guarantee) if the total price for the Goods or Repair Services has not been paid by the due date for payment.
- 3.8 The Company is not responsible for any items left in a vehicle etc by a Customer whilst the vehicle is on the Company's premises.

- 3.9 When providing Repair Services for taxis, driving school vehicles or commercial vehicles the Company will not accept any liability for any financial loss incurred as a result of any delay in providing the Repair Services.

4. Delivery/Risk/Title

- 4.1 The Company shall deliver the Goods/make any items available for collection at the address stated overleaf. Any dates/times quoted for delivery/completion are approximate only. Time shall not be of the essence.
- 4.2 The Company shall be entitled to levy storage charges having given notice to the Customer that Goods/items are ready for collection.
- 4.3 Any shortages or breakages of Goods must be notified to the Company within 1 day of the date of delivery of the relevant Goods.
- 4.4 Ownership of the Goods remains with the Company and will not pass to the Customer until the Company is paid for the Goods (and any related work) in full cleared funds and is paid all other amounts owed by the Customer to the Company (or any other companies within the same group of companies as the Company) in respect of all other Goods supplied to the Customer.
- 4.5 Where the Goods are attached to or incorporated in any other goods or are altered by the Customer ownership of the Goods shall not pass by virtue of the attachment, incorporation or alteration and if the Goods remain identifiable and were attached to or incorporated in other goods, can be detached or removed from them.
- 4.6 If the Customer is overdue in payment for the Goods or any other goods supplied by the Company, the Company may recover and resell them. The Company may enter the Customer's premises for this purpose and may if necessary detach or remove the Goods from other goods. This does not affect any other rights of the Company.
- 4.7 Until the company has been paid for the Goods and all other goods which the Company has supplied to the Customer:
- if the Customer sells the Goods the Customer shall hold that part of the proceeds of sale which is equal to the original price to be paid to the Company on trust for the Company in a separate bank account.
 - the Company may trace the proceeds of sale that the Customer received into any bank or other account which the Customer maintains.
 - if the Customer sells the Goods the Company may by written demand require the Customer to assign to the Company the rights to recover the price from its purchaser. The Customer must not assign to any other person any rights arising from a sale of the Goods without the Company's written consent.
- 4.8 Risk in the Goods shall pass to the Customer on delivery or upon notification to the Customer that the Goods are ready for collection.
- 4.9 The Customer must insure the Goods against all insurable risks for the price due to the Company for the Goods.
- 4.10 If the Goods are destroyed by an insured risk before the Customer has paid for them, the Customer shall hold the insurance proceeds as the Company's trustee.

5. Returns

- 5.1 Goods specially ordered by the Company cannot be returned by the Customer for a credit.
- 5.2 All return parts must be returned within 7 days of the date of their invoice and the Company reserves the right to levy its handling charge current at the date of return.
- 5.3 Where Goods are returned to the Company but the Company does not accept their return or rejection the Company may charge storage for any period of time they are left on the Company's premises. The storage charge for vehicles is £15 +VAT per day. The Company does not accept any liability for such goods.

6. Cancellation

- 6.1 The Customer shall have the right to cancel a contract for the purchase of Goods only within 14 days of receipt of notification of:
- any price increase of the Goods; and/or
 - any change in the specification of the Goods to the detriment of the Customer.
- 6.2 The Company shall have the right to cancel the contract within 14 days of receipt of notification from its supplier that the supplier is not able to supply the Goods and the Company shall have no further liability to the Customer.
- 6.3 Any deposit paid by the Customer to the Company shall be refunded following cancellation pursuant to clauses 6.1 and 6.2 above.

7. Courtesy Vehicles

- 7.1 Customers borrowing courtesy vehicles must hold a current valid full United Kingdom Driving Licence and must arrange full comprehensive motor insurance for the period of use.
- 7.2 The Customer will maintain the vehicle and return it in the same condition as when taken.
- 7.3 The Customer will return the Vehicle promptly to the Company on the agreed return date or immediately on the request of the Company. If the Customer delays return of the vehicle the Company may charge £30 +VAT per day of the unauthorised use together with (where appropriate) a storage charge of £15 +VAT per day for the vehicle left on the Company's premises.

8. General

- 8.1 Where the Goods are sold or the Repair Services performed under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements Order 1976 and as may be amended by the Consumer Transactions (Restrictions on Statements Amendments Order 1978) the statutory rights of the Customer are not affected by these conditions.
- 8.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing sent by post or by fax addressed to that other party at the address set out overleaf.
- 8.3 No waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 8.5 The construction validity and performance of the contract and all matters pertaining thereto shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts SAVE THAT contracts with Charles Hurst Ltd shall be governed by Northern Ireland law and shall submit to the exclusive jurisdiction of the Northern Ireland Courts.
- 8.6 These conditions constitute the entire conditions of the contract between the Company and the Customer and shall supersede all promises, representations, warranties or other statements made by one party to the other unless the same are confirmed in writing by a Director of the Company and by the Customer or his authorised representative.