



“Sensible Cars at Sensible Prices”

Terms & Conditions of Vehicle Sale (“Conditions”)

1.Contract

1.1. The signed vehicle sales receipt form (“the VSR”) for the sale of a motor vehicle and accessories, if any, (“the Goods”) by us, Skywood Cars Ltd whose registered office address is at 20 Willow Edge, Kings Langley, Hertfordshire, WD4 8NE (“the Seller”) at the agreed purchase price (“the APP”) 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.

1.2. The VSR (except where varied by an express agreement between the parties which is recorded in writing and signed by an authorised representative of the Seller) shall constitute the entire contract between the parties.

2.Delivery

2.1. Delivery shall be deemed to have been made on the date and time that the keys to the Goods are either handed to the Buyer or a representative specified by the Buyer.

3.Price and Payment

3.1. The Goods will remain the property of the Seller and the Buyer shall not be permitted to take delivery until the APP set out on the VSR form has been discharged in full (without set-off or counterclaim). A cheque given by the Buyer in payment or part payment shall not be treated as a discharge until such cheque has been cleared through the Buyer’s bank and time of payment shall be of the essence.

3.2. In the event that the Buyer arranges for a finance company to purchase the Goods from the Seller at the APP payable the Seller shall not release the Goods until the APP has been discharged in full, including receipt of cleared funds from the said finance company.

4. Part Exchange

4.1. Where the Seller agrees to allow part of the APP 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:-



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4.1.1. 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; or

4.1.2. 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.

5. Failure to collect goods

5.1. If the Buyer shall fail to take and or pay for the Goods within 48 hours 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 any 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.

5.2. 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 5 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.

6. Examination of Goods and Reliance

6.1. Prior to signing the VSR form the Buyer shall examine the Goods to be purchased. In the event that the Buyer is remote and, by virtue thereof, unable to examine the Goods to be purchased or sign the VSR then the Buyer is entitled to rely upon the representations made by the Seller and examination of any Pre-Delivery Inspection Report (“PDI”) provided by the Seller. The Buyer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such examinations ought to reveal. If the Goods are sold subject to defects and have been notified by the Seller to the Buyer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

6.2. 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.



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7.Claims

7.1. In the event of any dispute or disagreement arising out of or in connection with this Contract or any breach of its terms the Seller and the Buyer shall first use their reasonable endeavours to negotiate in good faith a settlement of such dispute by mediation through the CTSI approved Alternative Dispute Resolution provider Motor Codes (<https://www.themotorombudsman.org>) and this provision shall not apply if the Seller shall have sent a letter before action to the Buyer and no response has been received within 7 days after such letter before action shall have been deemed to have been received.

7.2. Any notice or letter under or in connection with this contract shall be in writing and shall be served by hand on the party or sent by recorded delivery at or to the address of the party set out in this contract or at or to such other address as may be subsequently notified in writing by one party to the other and in the absence of evidence of earlier receipt any notice shall be deemed to have been received and duly served:-

7.2.1. when delivered if delivered personally; or

7.2.2. two days after posting if sent by recorded delivery.

8.Warranty

8.1. The Seller shall use all reasonable endeavours to pass the benefit of any manufacturer’s warranty on to the Buyer.

8.2. If the Goods are still covered by the benefits of a manufacturer or concessionaire warranty, the Seller undertakes to assist the Buyer in obtaining from such manufacturer or concessionaire the benefit of any such warranty or guarantee given in respect of the Goods should the need arise.

8.3. The Buyer acknowledges 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.

9.Distance and Off Premises Contracts

9.1. 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



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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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. 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.

10. Defective Goods

10.1. Without prejudice to clause 7 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 7 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.

10.2. 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.