

Sales Terms of Business

1. Definitions

- 1.1 "The Dealer", the person designed overleaf who is the vendor of the Goods to the Customer
- 1.2 "The Customer", the person designed overleaf, contracting for goods and services to be supplied by the Dealer.
- 1.3 "Goods" means all Vehicles as defined, or other things to be sold by the Dealer to the Customer.
- 1.4 "Vehicle" includes any Passenger Car or Light Commercial Vehicle and generally each and every accessory to and component thereof.

2. Whole Contract

- 2.1 These terms shall represent the whole contract between the Dealer and the Customer. They may be varied only by written agreement between the parties.

3. Interpretation

- 3.1 In these presents the singular shall include the plural and the male shall include the female or business entity as may be appropriate.

4. Enforceability

- 4.1 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.

5. Written Confirmation

- 5.1 This order and any allowance in respect of a Vehicle offered by the Customer are Subject to acceptance and confirmation in writing by the Dealer.

6. Time Not of the Essence

- 6.1 The Dealer will use its best endeavours to secure delivery of the Goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay in delivery. The Dealer shall not be obliged to fulfill orders in the sequence in which they are placed.
- 6.2 If the Dealer shall fail to deliver the Goods within 21 days of the estimated date of delivery stated in this contract, the Customer may by notice in writing to the Dealer require delivery of the Goods within 7 days of receipt of such notice. If the Goods shall not be delivered to the Customer within the said 7 days the contract shall be cancelled.

7. New Goods

- If the Goods to be supplied by the Dealer are new, the following provisions shall have effect:
 - 7.1 this Agreement and the delivery of the Goods shall be subject to any terms and conditions which the manufacturer or concessionaire may from time to time lawfully attach to the supply of the Goods or the resale of such Goods by the Dealer, and the Dealer shall not be liable for any failure to deliver the Goods occasioned by his inability to obtain them from the manufacturer or concessionaire or by his compliance with such terms and conditions. A copy of the terms and conditions currently so attached by the manufacturer or concessionaire may be inspected at the Dealer's Office.
 - 7.2 the Dealer undertakes that he will ensure that the pre-delivery work specified by the manufacturer or concessionaire is performed and that he will use his best endeavours to obtain for the Customer from the manufacturer or concessionaire the benefit of any warranty or guarantee given by him to the Dealer or to the Customer in respect of the

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Goods and, save in the case of consumer sales (**as defined by the Supply of Goods (Implied Terms) Act 1973**) all statements, conditions or warranties as to the expressed or implied by law or otherwise, are hereby expressly excluded.

7.3 notwithstanding the sum for Car Tax specified in the order, the sum payable by the Customer in respect thereof, shall be such sum as the Dealer has legally had to pay or become legally bound to pay for Car Tax in respect of the Goods. Notwithstanding also the sum for Value Added Tax specified in the order, the sum payable by the Customer in respect thereof shall be the sum for which the Dealer becomes legally liable at the time the taxable supply occurs.

7.4 if after the date of this order and before delivery of the Goods to the Customer, the manufacturer or concessionaires recommended price for any of the Goods shall be altered, the Dealer shall give notice of any such alteration to the Customer, and

7.4.1 in the event of the manufacturer's or concessionaires recommended price for the Goods being increased, the amount of such increase which the Dealer intends to pass to the Customer shall be notified to the Customer. The Customer shall have the right to cancel the contract within 14 days of the receipt of such notice. If the Customer does not give such notice as aforesaid, the increase in the price shall be added to become part of the contract price.

7.4.2 in the event of the recommended price being reduced, the amount of such reduction, if any, which the Dealer intends to allow to the Customer shall be notified to the Customer. If the amount allowed is not the same as the reduction of the recommended price the Customer shall have the right to cancel the contract within 14 days of the receipt of such notice.

7.5 in the event of the manufacturer of the Goods described in the order ceasing to make Goods of that type, the Dealer may (whether the estimated delivery date has arrived or not) by notice in writing to the Customer, cancel the contract.

8. Used Goods

8.1 If the Goods to be supplied by the Dealer are used, the Vehicle is supplied as roadworthy at the date of delivery and, in the case of consumer sales (as defined by **The Supply of Goods (Implies Terms) Act 1973**).

8.1.1 is sold subject to any conditions or warranties that are implied by the **Sale of Goods Act 1979** or any amending statute.

8.1.2 prior to signing this order form, the Customer shall examine the Vehicle and items set out in the Customer's Certificate of Examination overleaf and the purchaser is reminded that the conditions of merchantable quality implied by the Sale of Goods Act 1979 do not operate in relation to such defects which the examination ought to reveal. Should the Goods be sold also subject to defects notified by the Seller to the Customer before signing the agreement, the conditions of the merchantable quality before referred to does not operate in relation to those defects

8.2 Save in the case of consumer sales (as defined) all statements, conditions, or warranties as to the quality of the Goods or their fitness for any purpose whether express or implied by law or otherwise are hereby expressly excluded.

9. Variation

9.1 Any variation agreed between the Dealer and the Customer in Goods to be supplied shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

10. Delivery and Payment

10.1 The Customer shall be liable to pay for the Goods in full immediately upon intimation

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by the Dealer that they are available for delivery. The Dealer may, in its discretion, demand a deposit at the time when the order for Goods is placed by the Customer and shall not be obliged to progress the order or otherwise implement the contract until the deposit is paid in full.

10.2 Where delivery of a Vehicle is deferred until completion of Works requested by the Customer, the Customer shall be liable to pay for the Vehicle in full either:

(a) immediately upon intimation by the Dealer that it is available for delivery; or

(b) within 45 days from the date on which the order for the Vehicle is placed:

(whichever is earlier).

10.3 The Dealer may, in its discretion, demand a deposit at the time when the order for Goods is placed by the Customer and shall not be obliged to progress the order or otherwise implement the contract until the deposit is paid in full.

10.4 If the Customer fails to make payment as set out in 10.1 and 10.2 above the Dealer may charge the Customer for all related costs and expenses resulting from such failure. The Dealer shall be able to make a deduction from the deposit paid for the expenses incurred.

11. Place of Delivery

11.1 Unless otherwise agreed in writing delivery of the Goods shall take place at the Dealer's premises.

12. Repudiation by Customer

12.1 If the Customer shall fail to take and pay for the Goods within 14 days of notification that the Goods are available for delivery, the Dealer shall be at liberty to treat the contract as repudiated by the Customer and thereupon the deposit shall be forfeited without prejudice to the Dealer's right to recover from the Customer by way of damages any loss or expense which the Dealer may suffer or incur by reason of the Customer's default. The Dealer reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.

13. Loss or Damage

13.1 The Dealer shall be responsible for the loss of or damage to any Vehicle or its contents only if caused by negligence of the Dealer or its employees. The Customer is strongly advised to remove any items of value not related to the Vehicle and in respect of any loss or damage not the responsibility of the Dealer, must rely upon his own insurance.

14. Return of Deposit

14.1 If the contract is cancelled under the provisions of clauses 6 or 7 hereof the deposit shall be returned to the Customer and the Dealer shall be under no further liability.

15. Retention of Title and Risk

15.1 Risk of damage to or loss of the Goods are at the risk of the Customer as soon as they are delivered by the Dealer to the Customer. Delivery shall take place at the premises of the Dealer unless the parties otherwise agree in writing.

15.2 Goods shall remain the sole and absolute property of the Dealer as legal owner until such time as the Customer shall have paid to the Dealer the full price thereof, together with the full price of

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any other goods which are the subject of any other contract with the Dealer and together with all storage charges and interest that may be due to the Dealer under this Contract or any other. Until payment in full as aforesaid has been made the Customer acknowledges that he is in possession of the goods solely as agent of the Dealer.

15.3 Until the Customer becomes owner of the Goods, he 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.

15.4 The Customer's right to possession shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails 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. The Dealer may for the purpose 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.

15.5 The Customer shall be at liberty to agree to sell on the Goods or any product produced from or with the Goods subject to the express condition that such an agreement to sell shall take place as agents (save that the Customer shall not hold himself out as such) for the Dealer, whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Dealer and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Dealer's monies.

16. Right of Lien

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

17. Part Exchange

17.1 Where the Dealer agrees to allow part of the price of the Goods to be discharged the Customer delivering a used Vehicle to the Dealer in consideration of it, such allowance is hereby agreed to be given and received and such used Vehicle is hereby agreed to be delivered and accepted, as part of the sale and purchase of the Goods and upon the following further conditions.

17.1.1 that the Dealer accepts the used Vehicle in reliance of the warranties granted by the Customer.

AND

17.1.2 that such used Vehicle is the absolute property of the Customer and is free from all encumbrances.

OR

17.1.3 that such used Vehicle is the subject of a hire purchase agreement or other encumbrance capable of cash settlement by the Dealer, in which case the allowance shall be reduced by the amount required to be paid by the Dealer in settlement thereof.

17.2 that if the Dealer has examined the said used Vehicle prior to his confirmation and acceptance of this order, the said used Vehicle shall be delivered to him in the same condition as at the date of such examination (fair wear and tear excepted)

17.3 that such used Vehicle shall be delivered to the Dealer on or before delivery of the Goods to be supplied by him hereunder, and the property in the said used Vehicle shall thereupon pass to the Dealer absolutely.

17.4 that without prejudice to 17.3 above, such used Vehicle shall be delivered to the Dealer within 14 days of notification to the Customer that the Goods to be supplied by the Dealer are available for Delivery.

17.5 that if the Goods to be delivered by the Dealer through no default on the part of the Dealer shall not be delivered to the Customer within 30 days after the date of this order or the estimated delivery date, where that is later, the allowance on the said used Vehicle shall be subject to

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reduction by an amount not exceeding 2.5% for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the Customer of the Goods.

In the event of the non-fulfilment of any of the foregoing conditions, other than 17.5 the Dealer 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 Dealer.

18. Authority to Contract

18.1 Goods supplied by the order of any person in the Customer's employ or by any person reasonably believed by the Dealer to be the Customer's agent or by any person to whom the Dealer is entitled to make delivery of the Vehicle shall be paid or by the Customer.

19. Authority to Uplift

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

20. Authority to Drive

20.1 In connection with the supply of a Vehicle or any inspection or testing or the preparation of any estimate in connection therewith, the Dealer 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 in terms of clause 17 hereof.

21. Finance

21.1 Notwithstanding the provisions of this agreement the Customer shall be at liberty before the expiry of 7 days after notification to him that the Goods have been completed for delivery to arrange for a finance company to purchase the Goods from the Dealer at the price payable hereunder. Upon the purchase of the Goods by such finance company, the proceeding clauses of this agreement except 7.2 shall cease to have effect but any used Vehicle for which an allowance was thereunder agreed to be made to the Customer shall be bought by the Dealer at the price equal to such allowance, upon the conditions set forth in clause 17 above (save that in 17.3, 17.4 and 17.5 thereof all reference to "delivery" or "delivered" in relation to the "Goods" shall be construed as meaning delivery or delivered by the Dealer to or to the order of the finance company) and the Dealer shall be accountable to the finance company on behalf of the Customer for the said price and any deposit paid by him under this agreement.

22. Notices

22.1 All written notices given by the Dealer to the Customer shall take effect 24 hours after being despatched by the Dealer in the normal course of post to the Customer's address shown overleaf.

23. Export Outside EU

23.1 The Dealer reserves the right to cancel this order if it believes that:-

23.1.1 the Customer intends to resell the Goods outside the European Union (Contract Territory) for commercial gain within a period of 12 months; or

23.1.2 where the Customer is a corporation its place of business is not within the European Union; or

23.1.3 where the Customer is a finance company, that the Goods are not being purchased on behalf of an end user and such end user is not resident nor has its place of business within the European Union.

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23.2 The Customer shall indemnify the Dealer and keep the Dealer indemnified from all and any liability and all direct loss (to include but not limited to any service commission paid to the manufacturer and any debit back of profit margins from the manufacturer), damages, costs or expenses which the Dealer 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.

24. Distance Selling

If you buy as a consumer (customer) and the Consumer Contracts Regulations 2013 apply, or you have paid your final vehicle balance remotely (via a Bank Transfer/off site signed Finance Agreement) you will have the right to cancel this vehicle contract within 14 calendar days, subject to the terms/conditions below.

The cancellation period will expire after 14 calendar days from the day on which you, or a 3rd party on your behalf, collect or take delivery of your vehicle.

To exercise the right to cancel, you must inform us of your decision to cancel your vehicle contract via a clear statement sent by **Royal Mail Post Special Delivery or email to Springhill Vehicle Leasing**. If required, a cancellation notice template can be requested from **Springhill Vehicle Leasing**, however it is not obligatory to use this specific template.

To meet the cancellation deadline, it is sufficient for you to send your clear statement or form confirming your right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this vehicle contract, we will reimburse payments received from you, including the cost of delivering the vehicle and related items to you (except for the supplementary costs arising if you chose delivery over collection or a type of delivery other than the least expensive type of standard delivery offered by the selling dealership). This reimbursement is subject to the following conditions:

- We will settle any outstanding finance on your part-exchange vehicle due, prior to the point of delivery (subject to provision of a valid settlement statement from the finance company). However, should you choose to exercise the right to cancel your vehicle purchase under the Consumer Contracts Regulations 2013, you must reimburse by direct bank transfer to the selling dealership, the amount of finance settled for the part-exchanged vehicle.
- Should your part-exchange vehicle have already been sold, or disposed of, at the time that we receive your cancellation notice, rather than return to you the vehicle accepted as a part-exchange, we will instead reimburse you the part exchange value amount (as detailed on our selling invoice). This payment will be made by direct bank transfer to your nominated account.
- We will make a deduction from the reimbursement for loss in value of any vehicle supplied if the loss is the result of unnecessary handling by you. Anything over and above a standard test drive will be considered unnecessary handling and will lead to a deduction of £1.00 for each mile driven over 50 miles. In addition, we will be entitled to make a deduction for any damage or excess wear on the vehicle, as noted on our inspection of the return vehicle.

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We will make the reimbursement without undue delay, and not later than 14 days after the day we receive the vehicle back from you including all related documents/items which were supplied, including, but not limited to, sales invoice, service histories, V5 documentation, MOT certificate, full key set etc.

- We reserve the right to register the vehicle with the DVLA only on the expiry of the 14 day cancellation period. We may choose however not to exercise this right for all customers.
- We will make the reimbursement by direct bank transfer, unless you have expressly written and this has been accepted by us. In any event, you will not incur any fees as a result of the reimbursement. This may include the return and handing back your part exchange vehicle, if still available and/or seeking payment from you to cover any negative equity which was recorded in the vehicle sales invoice particulars.
- We will withhold the reimbursement until we have received the vehicle and all its related paperwork in a standard of good order.
- It is your responsibility to return the vehicle without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the vehicle contract back to us. The vehicle must not be driven from the date you notify of your cancellation, other than to drive it back to the selling dealership in the most direct route in miles.
- You will remain liable for the vehicle's road tax, insurance, and any fines, charges or penalties, until it has been accepted back to the selling dealership's premises address.
- You will be responsible for any direct costs of returning the vehicle and take full responsibility for its safe return.

25. Jurisdiction

25.1 The terms of this contract shall be construed according to the **Law of Scotland** and both parties prorogate the exclusive jurisdiction of the Scottish Courts.