

# UP Prestige Ltd Terms and Conditions



## 1.Contract

1.1. The vehicle order form for the sale of a motor vehicle and accessories, if any, ("the Goods") by us, UP Prestige Ltd ("the Seller") at the agreed price ("the Total Retail Price") 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 vehicle order form (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. The Seller will use its reasonable endeavours to secure a delivery date or dates but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller. Delivery costs will be covered by the buyer.

2.2. The Goods may be delivered by the Seller or its agent in advance of the estimated delivery date, if any, upon giving 14 days prior notice to the Buyer.

2.3. Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Buyer and the Seller has given notice to the Buyer that the Goods are ready for collection. The Goods will be physically delivered by the Seller to the Buyer only where agreed by the Seller and at the Buyer's cost.

2.4. The Seller may at any time cancel the contract if the manufacturer ceases to make the Goods or if the manufacturer ceases to supply the Goods to the UK market. If the Seller is unable to supply any option or accessory, whether factory fitted or otherwise, the Seller may at its discretion either substitute a reasonable equivalent or delete the option or accessory from the contract. If any accessory is deleted the purchase price shall be adjusted by the price. The inability of the Seller to supply an option or accessory shall not constitute a breach of contract or entitle the Buyer to reject the Goods.

## 3.Price and Payment

2.1. The Goods will remain the property of the Seller and the Buyer shall not be permitted to collect the Goods until the Total Vehicle Price set out on the vehicle order 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. If the Buyer arranges for a finance company to purchase the Goods from the Seller at the Total Vehicle Price payable the Seller shall not release the Goods until the Total Vehicle Price has been discharged in full, including receipt of cleared funds from the said finance company.

3.3. You do not foresee a downturn in your financial position during the term of any finance agreement and are confident you will be able to make payments required on time, as well as afford to maintain the vehicle.

#### **4.Part Exchange**

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

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**

3.1. If the Buyer shall fail to take and or pay for the Goods within fourteen days 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 the 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.New Goods**

6.1. The delivery of the Goods shall be subject to any terms and conditions of the manufacturer/concessionaire regarding the supply or resale of the Goods by the Seller and the Seller shall not be liable for any failure or delay caused by or resulting from the Seller's compliance with such terms and conditions.

6.2. If, after the date of this contract, the manufacturer's or concessionaire's recommended retail price for any of the Goods shall be increased at any time or times before delivery of the Goods to the Buyer, the Seller may give notice of any such increase to the Buyer in which event the Buyer shall pay to the Seller the amount of the addition or additions to such price, unless within seven days after receipt of such notice he gives notice to the Seller that he declines to do so, in which case the Seller shall have the option by notice in writing to the Buyer to cancel this contract subject to the deposit being returned to the Buyer. If no notice is received by the Seller from the Buyer within such period then the Buyer shall be bound to purchase the Goods at the increased price.

6.3. In the event of the manufacturer of the Goods above described ceasing to make a vehicle of that type (whether the estimated date of delivery has arrived or not) the Seller shall be at liberty to declare this contract to be at an end and return the deposit to the Buyer without any further liability on his part. The Seller will, however, use reasonable endeavours to offer to the Buyer another vehicle of a similar type but the Buyer shall be under no obligation to accept such vehicle.

## **7. Examination of Goods and Reliance**

7.1. Prior to signing the vehicle order form the Buyer shall examine the Goods to be purchased (if such are available for inspection) and the Buyer is 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. 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.

7.2. 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.

## **8. Claims**

8.1. Without prejudice to the terms of the manufacturer's warranty, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to the Seller, the Seller shall be entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Buyer the price of the Goods (or a proportion part of the price), but the Seller shall have no further liability to the Buyer.

8.2. In the event of any dispute or disagreement arising out of or in connection with this Contract or any breach of its term 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.

8.3. 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:- when delivered if delivered personally; or two days after posting if sent by recorded delivery.

## **9. Warranty**

9.1. If the Goods are new and described in the catalogue or price list of the manufacturer or concessionaire, the Seller undertakes to assist the Buyer in obtaining from such manufacturer or concessionaire the benefit of any warranty or guarantee given by him to the Seller in respect of the Goods.

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

9.3. In the case of the Goods being a second-hand vehicle, the Seller shall transfer to the Buyer the unexpired portion of the manufacturer's warranty (if any) together with the UP Prestige Ltd 3 month Warranty. The Buyer acknowledges that in the case of the Goods being a second-hand vehicle 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.

9.4. Failure to service the vehicle to schedule will invalidate any warranty

#### **10. Distance and Off Premises Contracts**

10.1. 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 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.

10.2. 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.

10.3. On cancellation the Buyer shall return the Goods to the Seller at the Buyer's expense without undue delay and in any event no later than 7 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.

10.4. We cannot accept a return if the vehicle has been damaged, modified, or altered from the condition it was delivered in.

10.5. An excess mileage charge of £1.80 per mile for any mileage over 30 miles in those 14 days will apply. If you do change your mind, you cannot use the vehicle, other than to return it, once you have notified us, but you must still insure and tax the vehicle until it is returned. Buyer remains responsible for the vehicle until it is physically back with us.

10.6. An admin fee of £1000 is required upon cancellation of sale.

10.7. Deposits are non-refundable under any circumstance of the buyer not being able to complete the sale.

10.8. Any reduction in the original price will be put towards future repairs if necessary.

#### **11. Defective Goods**

11.1 Without prejudice to clause 8 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 14 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.

11.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.

## BUYER

I declare that I am the buyer of the car described above at the price stated above and have read and understood this contract along with all of its terms and conditions, and value the vehicle at the price I have paid

Buyer Print Name:

Buyer Signature: