

NEW AND USED VEHICLE TERMS & CONDITIONS OF BUSINESS

1. These terms

- **1.1 What these terms cover.**
These are the terms and conditions on which we supply the vehicle specified on the Order Form ("Vehicle") to you. **PLEASE READ THESE TERMS CAREFULLY BEFORE YOU SUBMIT YOUR ORDER TO US.**
- **1.2 Why you should read them.**
These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or if there is anything you do not understand, or may not agree with, please, ask any member of staff at the dealership where you placed the order.

2. Information about JB Motors and how to contact us

- **2.1 Who we are.** We are JB Motors, Wentworth Street, Malton, North Yorkshire, United Kingdom, YO17 7BN. Our registered VAT number is 167609143.
- **2.2 How to contact us.** You can contact us:
(a) by telephone on 01653 695118; or
(b) by writing to us at JB Motors, Wentworth Street, Malton, North Yorkshire, YO177BN
- **2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us with your order.
- **2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- **3.1 How we will accept your order.** When you sign the Order Form, you accept the terms and conditions set out in this Contract.
- **3.2** If you wish to rely on any amendment or addition to the Contract, you should ensure it is confirmed in writing by one of our duly authorised representatives. If we agree any variation in the Vehicle to be supplied, this shall be deemed to be an amendment to this Contract rather than a new agreement.
- **3.3 If we cannot accept your order.** If we cannot accept your order, we will inform you of this and will not charge you for the Vehicle. This might be because the Vehicle is out of stock, a credit reference we have obtained for you does not meet our minimum requirements, we have identified an error in the price or description of the Vehicle or because we are unable to meet a delivery deadline you have specified.
- **3.4** You must provide us with any information we need in order to comply with money laundering legislation, and ensure that the information you supply is accurate.

4. Our products

- **4.1 Vehicles may vary slightly from pictures.** Any images of the Vehicle in our brochures or online are for illustrative purposes only and we cannot guarantee that a device's display of the colours or the printed pictures in any marketing materials accurately reflects the colour of the Vehicle. Your product may vary slightly from those images.
- **4.2 Making sure your information is accurate.** If we are making or adjusting any aspect of the Vehicle which we are providing to your specification, you are responsible for ensuring that any specification is correct (including, where relevant, any measurements you provide).
- **4.3 Accessories.** Any accessories fitted or supplied by us will be covered by any warranty given by the manufacturer of those accessories.
- **4.4 New Vehicles.** If the Vehicle ordered is a new vehicle, the following will apply:
 - (a) We will carry out all pre-delivery work specified by the manufacturer and the Vehicle will be sold with the benefit of the manufacturer's warranty. This warranty is additional to your statutory rights, and is not affected by any change of ownership of the Vehicle. Remedial work under warranty may be carried out by any party authorised by the manufacturer, who may repair or

- replace any defective parts or (if they consider repair or replacement uneconomic) refund an appropriate part of the purchase price.
- (b) If, after the Contract is entered into but before delivery of the Vehicle to you, the manufacturer's recommended price is altered, then we will give you notice of such alteration and;
 - (i) if the recommended price is increased, we will tell you. If you do not agree, you will have the right to cancel the Contract within 14 days of the day we tell you and your deposit will be refunded in full. If you accept the increase within the 14-day period, the increased amount will be added to the final amount to be paid by you; or
 - (ii) if the manufacturer's recommended price is reduced, we will notify you of the reduced price you will be called upon to pay.
 - (c) If we are unable to deliver the model, specification or Vehicle ordered because the manufacturer cannot produce or ceases making it, whether before or after the estimated delivery date, we may cancel the Contract and refund any deposit you have paid in full. This includes models no longer available due to Model Year changes.
 - (d) If we are unable to supply any accessory (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer either to substitute a reasonable equivalent or to delete the accessory from the Contract and adjust the purchase price accordingly. As long as we do this, you shall have no claim against us in respect of our failure to supply the relevant accessory and shall not be entitled to cancel the Contract on that basis.
 - (e) Manufacturers reserve the right to amend the published specification of vehicles without notice.
 - (f) If you are collecting the Vehicle from our premises, the mileage at delivery will be generally less than 200miles and will be no more than 500miles. If the Vehicle being ordered is a used vehicle, the mileage at delivery will generally be within 1000miles of that shown on the order form. If the Vehicle (either new or used) is being delivered to the customer's address, the delivery mileage will be greater by the delivery distance covered.
- **4.5 Part Exchange Vehicles.** Where you wish to sell us a vehicle in part exchange, and its value as agreed with us is to be taken off the purchase price of the Vehicle, the following conditions will apply:
 - (a) in signing the Order Form, you confirm that you own the vehicle to be taken in part exchange absolutely and can transfer its ownership to us;
 - (b) if someone else has an interest in the vehicle you wish to sell to us for the part exchange vehicle, you will settle that interest so that we become the absolute owners when we take delivery. However, if you wish us to clear that interest for you by paying them a sum of money, the allowance for the part exchange vehicle will be reduced by that amount;
 - (c) if we have examined the vehicle you wish to sell to us for the part exchange vehicle before entering into this Contract with you, or you have described the condition of the part exchange vehicle to us verbally, the vehicle must be delivered to us in the same condition (subject to fair usage, wear and tear). If there is any difference in condition, service history or mileage to that previously seen or described (allowing for reasonable mileage between the order date and delivery on a pro-rata basis), we will adjust the price offered for the part exchange vehicle to take into account such variations and you will pay us any additional sum due as a result;
 - (d) the price offered for the part exchange vehicle is valid for 14 days (unless agreed otherwise) from the date of the Order Form. If the part exchange vehicle is delivered to us later than this date, we will revalue the vehicle in line with market conditions and tell you of any change to the amount you need to pay us. If this is due to a delay in the delivery of your new Vehicle, please refer to condition 7;
 - (e) the vehicle to be taken in part exchange must be delivered to us no later than the date you take delivery of the Vehicle you have ordered;
 - (f) ownership of the part exchange vehicle will transfer to us when you take delivery of your Vehicle. If you do not deliver the part exchange vehicle at or by the time the Vehicle you have ordered is ready for delivery, you may not be able to take the Vehicle you have ordered and you might be in breach of the Contract and liable to us to pay compensation for any losses we may suffer as a result;
 - (g) if you choose to sell us your part exchange vehicle before taking delivery of your new Vehicle, title ownership for the part exchange vehicle will pass to us at that point. If you subsequently do not take delivery of the new Vehicle for any reason, we shall not be obliged to return the part

- exchange vehicle to you, but may refund you the part exchange allowance offered less any amount we may have paid to settle any interest in the vehicle as specified in at condition 4(b);
- (h) If you fail to satisfy any of these conditions in condition 4, we will not be obliged to accept your vehicle in part exchange or to make any allowance for it and you might, as a result, be required to pay the whole purchase price for the Vehicle you have ordered before you can take delivery

5. Your rights to make changes

If you wish to make a change to the Vehicle you have ordered, please contact us. We will let you know if the change is possible and let you know about any changes to the price of the Vehicle, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

- **6.1 Minor changes to the Vehicle.** We may change the Vehicle
 - to reflect changes in relevant laws and regulatory requirements; and
 - to implement minor technical adjustments and improvements, for example to address a security threat.
- These changes should not affect your use of the Vehicle but if we think that they may then we will explain this to you.
- **6.2 More significant changes to the Vehicle and this term.** We may make more significant changes to the Vehicle or these terms, but if we do so we will notify you and explain the changes and their impact. If you do not agree to these changes then you may then contact us to end the contract and receive a full refund before the changes take effect.

7. Providing the Vehicle

- **7.1 Delivery.** Delivery will take place at the dealership detailed on the Order Form unless otherwise agreed and during the order process we will let you know when we will provide the Vehicle to you and provide any services we are providing
- **7.2 We are not responsible for delays outside our control.** If our delivery of the Vehicle (and/or any associated services) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If we do this then we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Vehicles you have paid for but not received.
- **7.3 Your legal rights if we deliver late.** You have legal rights if we deliver the Vehicle late. If we miss the delivery deadline for the Vehicles then you may treat the contract as at an end straight away if any of the following apply
 - we have refused to deliver the Vehicle; and
 - we accepted, when you ordered, that delivery within the delivery deadline was essential (taking into account all the relevant circumstances).
- **7.4 Ending the contract for late delivery.** If we fail to deliver the Vehicle within 28 days of the estimated delivery date, you may give us notice, in writing that you require delivery within seven days from the date of receipt by us of the notice. If then the Vehicle is not delivered to you within the seven days, this Contract will be cancelled and any deposit paid will be returned and neither party will have any further responsibility to the other
- **7.5 When you own and are responsible for the Vehicle.** The Vehicle will belong to us until we have received cleared funds to the value of the total purchase price. However, you will be responsible for any loss or damage from when you take delivery of it and should insure accordingly.
- **7.6 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Vehicle to you and provide any associated services. If so, we will ask you for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see paragraph 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a

result. We will not be responsible for supplying the Vehicle or any services late or not supplying any part of it if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

- **7.7 Reasons we may suspend or delay the supply of products to you.** We may have to suspend or delay the supply of a Vehicle to:
 - (a) deal with technical problems or make minor technical changes;
 - (b) make changes to the Vehicle to reflect changes in relevant laws and regulatory requirements;
 - (c) deal with any events beyond our reasonable control; or
 - (d) make changes to the Vehicle as requested by you or notified by us to you (see paragraph 6).
- **7.8 Your rights if we suspend or delay the supply of the Vehicle.** We will contact you in advance to tell you we will be suspending or delaying supply of the Vehicle, unless the problem is urgent or an emergency.

8. Your rights to end the contract

- **8.1 You can always end the contract for supply of a product before it has been delivered and paid for.** You may contact us to end your contract for a product at any time before we have delivered it (and provided any associated services) and you have paid for it, but in some circumstances, we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see paragraph 10, "If there is a problem with the Vehicle").
- **8.2 What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for the Vehicle which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are
 - (a) we have told you about an upcoming change to the Vehicle or these terms which you do not agree to (see paragraph 6.2);
 - (b) we have told you about an error in the price or description of the Vehicle you have ordered and you do not wish to proceed;
 - (c) there is a risk that supply of the Vehicle may be significantly delayed because of events outside our control;
 - (d) we have suspended or delayed supply of the Vehicle for technical reasons, or we notify you that we are going to suspend delivery for technical reasons, in each case for a period of more than one month; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- **8.3 What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in paragraph 8.2, then the contract will end immediately and we may retain any deposit you have paid which represents a real and fair pre-estimate of the costs and/or loss of profit we will incur as a result of your breaking the contract.
- **8.4 Returning products after ending the contract.** If you end the contract after products (including the Vehicle) have been delivered to you or collected by you:
 - (a) you must return them/it to us; and
 - (b) we may charge you (or deduct from any monies we hold) reasonable compensation which reflects any reduction in re-sale value of the Vehicle caused by your use or handling of the Vehicle after we have delivered it to you; and
 - (c) if you are ending the contract because we have told you of an upcoming change to the Vehicle or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9. Our rights to end the contract

- **9.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
 - (a) you do not make any payment to us or we are unable to collect payment from you when it is due and you still do not make payment after we have reminded you that payment is due;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Vehicle, for example, in relation to any customisation or specification choices;
- (c) If you fail to take and pay for the Vehicle within 14 days of notification that the Vehicle is ready for deliver.
- **9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 9.1, we will refund any sums paid by you for the Vehicle but we may retain any deposit you have paid which represents a real and fair pre-estimate of the costs and/or loss of profit we will incur as a result of your breaking the contract.

10. If there is a problem with the Vehicle

- **10.1 How to tell us about problems.** If you have any questions or complaints about the Vehicle, please contact us. You can telephone us on 01653 695118 or email sales@jbmotors.co.uk or write to us by post to JB Motors, Wentworth Street, Malton, YO17 7BN. Alternatively, please speak to one of our staff in-store.
- **10.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract and nothing in these terms will affect your legal rights set out in the box.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following

- **up to 30 days:** if your goods are faulty, then you can get an immediate refund.
- **up to six months:** if your goods can't be repaired or replaced, then you're entitled to a refund, which may be subject to a deduction based on any reduction in the value of the Vehicle during this period.
- **up to six years:** if your goods do not last a reasonable length of time, you may be entitled to some money back.
- **10.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject the Vehicle you must either return it in person to where you bought it, or allow us to collect it from you. We will pay the costs of delivery or collection – please contact us to discuss how best to arrange this.

11. Price and Payment

- **11.1 Price and payment.** The price of the Vehicle (which includes VAT) will be the price set out in the Order Form. You must pay for the Vehicle as specified on the Order Form. We accept payment by bank transfer and accept card payments, up to the value of £500, from Visa, Mastercard and Maestro
- **11.2 We will pass on changes in the rate of Tax.** If the rate of value added tax (VAT), road fund licence (vehicle excise duty) or first registration fee changes between the date of order and the date of delivery, you must pay the amount current at the point of delivery., unless you have already paid for the Vehicle (including delivery costs) in full before the change in the rate of VAT takes effect.
- **11.3 What happens if we got the price wrong.** If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid.
- **11.4 We can charge interest if you pay late.** If you do not make any payment to us or if we are unable to collect any payment from you by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate from time to time

12. Our responsibility for loss or damage suffered by you - PLEASE READ THIS SECTION CAREFULLY

- **12.1 We are responsible to you for foreseeable loss and damage caused by us** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but except as set out in paragraph 12.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- **12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, as summarised at paragraph 10.2; and for defective products under the Consumer Protection Act 1987
- **12.3 We are not liable for business losses.** We only supply the Vehicle for private use. If you use the Vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

- **13.1 We will only use your personal information as set out in our Privacy Policy.** A copy of our Privacy Policy can be found on our website.

14. Other important terms

- **14.1 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- **14.2 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Vehicle in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Vehicle in the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Vehicle in either the Northern Irish or English courts.
- **14.3 Alternative dispute resolution.** We subscribe to the Motor Industry Code of Practice and will always attempt to resolve any disputes quickly and efficiently. However, if you are a consumer and remain dissatisfied with the outcome and explanation we have provided, we recommend you contact Motor Codes. Motor Codes is a member of the Chartered Trading Standards Institute approved consumer codes scheme and is a provider of Alternative Dispute Resolution, offering conciliation and arbitration. You can contact them via www.motorcodes.co.uk or on their advice line 0800 692 0825. Their decision will be legally binding on both Us and you, as the consumer.

15. Distance and Off-Premises Sales

- **15.1** If you are a consumer and this Agreement has been concluded: (a) without any face-to-face contact between us or anyone acting on each of our respective behalf; or (b) in the simultaneous physical presence of you and us but in a place which is not the business premises of us, you have a right to change your mind, and may give notice cancelling this Agreement within 14 days of taking delivery of the Vehicle. To exercise this the right to cancel, you must inform us in writing of your decision to cancel the Agreement (e.g., letter sent by post, fax or e-mail). If required, please request a cancellation form from, JB Motors, Wentworth Street, Malton YO17 7BN: 01653 695118.
- **15.2** In the event of a cancellation, you must return the Vehicle to us in the same condition and specification as it was delivered. You will be responsible for the direct cost of returning the Vehicle but, in any event, such cost shall not exceed the sum of £500. You must ensure that the Vehicle is returned with the same items with which it was sold (e.g., service packs, manuals, hand-books, locking wheel nuts, entertainment systems, tools & keys). If you have altered, modified, personalised, or adapted the Vehicle in any way you will have no right of cancellation.

- **15.3** We may make a deduction from the reimbursement if the Vehicle has suffered any diminished value due to you handling or using it beyond what is necessary to establish its nature, characteristics and function; i.e., handling or use beyond what a customer would reasonably undertake when appraising and test-driving a vehicle at a dealership prior to purchase.
- **15.4** The V5C registration document must be returned to us as soon as you receive it from DVLA. This forms part of the Vehicle and no reimbursement will be made until this is received.
- **15.5** Providing the vehicle is returned to us in line with the conditions stated, we will process any reimbursement due within fourteen days of the date the Vehicle or V5C registration document (whichever is the later) is received by us. The reimbursement will be executed in the same way that payment was originally made, less any deduction for diminished value.
- **15.6** If the cancelled Agreement involved a part-exchange vehicle, we will return the part-exchange or pay the agreed part-exchange value to you at our discretion
- **15.7** If you have committed to a finance agreement, you must inform the finance company immediately of the cancellation in writing. You will be liable for any early termination fees. We do our best to avoid such fees, and only apply them if the finance provider charges such a fee.

We will also ensure your vehicle has a full valet prior to delivery, carry out a full HPI check, handle the settlement of outstanding finance on your part exchange, deal with any number plate transfer and update the change in keeper with the DVLA.