

## Acceptance of Terms

Welcome to the Terms and Conditions of The Motor Group Limited agreements between you (the customer) and us (Motor Group Limited).

Information about us

The Motor Group Limited

Black Heart

Thorney Toll

Wisbech

PE13 4AX

01733 849777

[www.themotorgroup.co.uk](http://www.themotorgroup.co.uk)

## Sale of Goods

The Motor Group Limited operates under and are governed by the Consumer Rights Act 2015 and other associated legislation. In addition, we add protection for the consumer and trade who purchase goods and services from us.

## Making an Order / Payment of Deposit

In you placing an order to purchase one of our vehicles, we will ask you to deposit a non-refundable deposit to us of either £250 (Two Hundred and Fifty Pounds) or £500 (Five Hundred Pounds) which will enable us to remove the vehicle from sale. This deposit allows us to remove the vehicle off sale and to stage into our preparation centre where it will undergo checks making it ready for collection. This deposit is only refundable if stated in writing on the sales order. The customer will indemnify us defined in clause "Cancellation" against all losses inclusive of profit.

## Keys

All vehicles are sold with 1 key. For any reason there is a spare key, and it's not operative The Motor Group Limited shall not be liable for any repairs neither a replacement. Spare keys are additional extras.

## Contract

(a) The order of a motor vehicle by The Motor Group Limited at the agreed price and any allowance in respect of a motor vehicle offered by the customer incorporates the following clauses and only becomes binding

after being accepted by The Motor Group Limited.

(b) The order (except where varied by an agreement between the parties which is

recorded in writing and signed by an authorised member of management of The Motor Group Limited) shall constitute the entire contract between the parties. The legal duty of The Motor Group Limited is to provide the goods as described and the consumer to examine the goods and satisfy themselves prior to acceptance of the goods.

(c) No person who is not a party to the contract may in its own right enforce any terms of the contract provided that this clause shall not affect any right of action of any person to whom this contract is lawfully assigned.

## Delivery

(a) The Motor Group Limited will use its power to secure a delivery date of the goods but shall be under no liability whatsoever for losses caused beyond the control of The Motor Group Limited.

(b) Delivery shall only become available on a date which has been mutually agreed by Motor Group Limited and the consumer. Goods will be physically delivered by The Motor Group Limited to the consumer on trade premises except only where agreed by The Motor Group Limited to the consumers invoice address and at the consumers cost.

(c) The full balance needs to be paid before the vehicle is released for delivery.

## Price and Payment

The consumer shall not be permitted to collect and take away the goods until the total retail price of the goods as stated on the order form/final invoice (whichever is accurate and correct) has been discharged in full (without set-off or counterclaim) unless this condition has been expressly excluded in writing by an authorised representative (management team or above) of Motor Group Limited. Time of payment shall be of the essence. The Motor Group Limited shall only accept payment by cash (adhering to money laundering laws), debit card and direct bank transfers. All other forms of payments will not be accepted unless the vehicle is being purchased using a regulated credit agreement, in which case funds will be paid directly to The Motor Group Limited by the finance company/credit broker directly into our business bank account. All shortfalls are to be paid in full by the consumer.

## Vehicle Preparation

All vehicles undergo a vehicle inspection and provenance checks, DVLA registration, smart retail valet, a minimum of 3 months MOT (where applicable). The provenance checks cover if a vehicle has outstanding finance owing, is stolen, cloned, written off or clocked giving you real confidence in our cars.

## Failure to collect Goods

If the consumer shall fail to collect and/or pay for the goods within 14 days of delivery then The Motor Group Limited may at its option either store the goods at the consumer's cost or, upon giving the customer 7 days' notice of its intention to do so, elect to treat the contract as repudiated by the consumer and thereupon any sums paid by the consumer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which The Motor Group Limited may have suffered or incurred by reason of the consumer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and The Motor Group Limited shall be under no further liability to the consumer. The Motor Group Limited 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).

## Part Exchange

In the event that The Motor Group Limited agrees to accept a used motor vehicle from the consumer then the consumer shall be subject to accepting the following conditions;

(a) the motor vehicle is HPI clear and must be free of outstanding finance, previous accidents/repairs, other loans made against the vehicle in return for security, must not be on the loss register against theft, stolen and recovered or on the police register;

(b) the motor vehicle will be delivered in the same condition as at the date it was examined by The Motor Group Limited. If the vehicle is not delivered to The Motor Group in the same condition deductions will be made;

(c) Long distance sale, if the vehicle is not as describe or there are mechanical faults which The Motor Group were not made aware of deductions will be made;

(d) the motor vehicle shall be delivered to The Motor Group Limited upon collection of the goods together with all spare key sets, registration documents, service documentation, MOT certificate, service invoices, warranty documentation and all other appropriate documentation and with the registration book completed and for the avoidance of doubt the consumer shall not be permitted to collect the goods until the motor vehicle has been delivered to The Motor Group Limited;

(e) title to the motor vehicle shall pass absolutely on delivery to The Motor Group Limited;

(f) the exchange value quoted by Motor Group Limited shall be binding on The Motor Group Limited for 14 days from the date of the order, unless a different period is stipulated in the order. The Motor Group Limited at its sole discretion can choose to alter the part exchange valuation after the 14-day period has elapsed / adjust the valuation based on condition after the first visual inspection was carried out or due to natural depreciation of the vehicle.

(g) in the event of a shortfall between the adjusted part exchange valuation against the agreed order, the consumer will be liable to pay in full the shortfall to The Motor Group Limited prior to take delivery or title of the purchased order.

#### **Complaint Procedure**

If you wish to make a complaint, you can contact us by email.

**Email:**[customercare@themotorgroup.co.uk](mailto:customercare@themotorgroup.co.uk).

We will acknowledge your complaint and investigate your complaint. You will be able to contact us between Monday – Friday 9am-5.30pm. We will promptly acknowledge your complaint in writing, investigate your complaint and will send a final response within a reasonable time frame.

#### **Cherished Number Plate**

In the event of a vehicle being sold to The Motor Group Limited whether as an outright sale or part exchange, the consumer shall assist The Motor Group Limited towards the transfer of the cherished number plate via the Driver and Vehicle Licensing Agency (DVLA). Failure to claim the cherished number plate after title of goods have been passed on to The Motor Group Limited will remain the property of The Motor Group Limited and no liability will be taken Motor Group Limited.

#### **Warranty**

The Motor Group Limited shall use all reasonable endeavours to pass the benefit of any manufacturer's warranty (where applicable) on to the customer. The manufacturer's warranty does not apply if and to the extent that the defect is caused or worsened by one of the following circumstances:

(a) after discovering the defect, the consumer has failed either to inform The Motor Group Limited or to have the defect examined by a Dealer (authorised main agent) without reasonable delay;

(b) has failed to give a Dealer the option to repair the goods without reasonable delay;

(c) the goods or any part thereof have been subject to misuse, negligence, or accident or use for racing or similar sports;

(d) if the Goods have been repaired or maintained and that repair or maintenance has not been carried out by or through a Dealer and/or to the manufacturer's recommendations;

(e) parts have been installed into the goods the use of which have not been approved by the manufacturer or if the goods have been altered or modified in a manner not approved by the manufacturer;

(f) instructions concerning the treatment, maintenance and care of the goods have not been adhered to.

(g) The Motor Group Limited will not be held liable for expiry and/or the manufacturer's warranty becoming null/void for any reason. This is outside the control of The Motor Group Limited and all parties should make contact directly with the manufacturer prior to placing an order.

(h) In the case of the goods being a second-hand vehicle, The Motor Group Limited shall transfer to the customer the unexpired portion of the manufacturer's warranty (if any) together with any used car warranty made available (discretionary to The Motor Group Limited) with respect to the goods as stated on the front of the order. The consumer 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.

Goods which have been sold to the consumer without accessories such as vehicle mats, spare keys, SD Cards / CD / Multimedia Interfaces for the use of navigation purposes are not to subject to warranty and The Motor Group Limited will not be held liable for this unless the accessories were listed within the advert on The Motor Group Limited's website only.

#### **The Vehicle**

The vehicle may previously have been used as a lease or rental vehicle or have had multiple users. We do not obtain details of the vehicle's previous use, but the majority of our vehicles have been used for business purposes. We will provide you with any additional information about the vehicle that we can on request so if you have any questions about the previous use of the vehicle or have specific requirements, we advise you to discuss these with us before placing your order.

#### **Examination of Goods and Reliance**

Prior to signing the order form the consumer shall examine the goods (if such are available

for inspection) and satisfy itself in full prior to making payment / commitment. If the goods are sold subject to defects and have been notified by The Motor Group Limited to the consumer prior to the signing of the contract, then no liability will be accepted by The Motor Group Limited. The consumer confirms that it has satisfied itself as to the suitability of the goods for its requirements and has not relied upon The Motor Group Limited skill or knowledge regarding the goods fitness for any particular purpose or use.

#### **Claims**

Without prejudice to the terms of the warranty, **where** any valid claim in respect of the goods is brought to the attention of The Motor Group Limited for defects or workmanship of the goods then The Motor Group Limited shall be entitled at its sole discretion either to replace or repair the goods (or the part in question) or to refund to the customer the price of the goods (or a proportion part of the price), but Motor Group Limited shall have no further liability to the consumer. The Motor Group Limited will not be liable where any defect results from or is worsened by wear and tear or any similar circumstances.

#### **Sale to Intermediaries or Third Parties**

The consumer confirms that it is not purchasing the goods as an intermediary or reseller unless specifically agreed by The Motor Group Limited to the contrary. The Motor Group Limited may at its discretion refuse to change the consumers details or identity on the order or register the goods to anybody other than the consumer.

Consumers using third party finance brokers, one's which fall outside of our agreed panel of lenders (brokers such as Car Finance 24/7, Zuto etc that pay funds direct to Motor Group Limited on the consumers behalf), are subject to a processing fee of £399 (inclusive of VAT).

This fee covers all admin costs which are forwarded to us by the broker. The £399 processing fee is non-refundable upon completion of a valid transaction. Any 3<sup>rd</sup> Party Finance/Firm, who purchases a vehicle from us agrees to The Motor Group's terms and conditions that are set. Any conflicting or additional terms contained on the brokers invoice, or any other order documentation shall be of no force and effect. By purchasing a vehicle from us this immediately comes into effect as per our terms of business.

#### **Returned Vehicle / Cancelled Vehicle**

All returned or cancelled vehicles are subject to a returns fee of £495 and must be returned to us in the same merchantable quality and condition or a retail ready condition. Additional charges may apply against vehicles which do not meet these criteria and will be

Cancellation fee for a non-mechanical issue will also result in a £495 fee.

Vehicles must be returned to our Head Office address, Black Heart, Thorney Toll, Wisbech, PE13 4AX. We will not collect the vehicles. All documents and keys supplied on sale inception must be returned to us in full including the V5C logbook.

Vehicles purchased using a third-party broker (such as Car Finance 247, Zuto, and all external finance brokers or finance companies) are subject to a £300 processing fee which are strictly non-refundable.

We will transfer the purchase of all additional insurance products i.e. Gap/Return to Invoice policies, Warranty policies, Service Plan policies, Paint Protection policies to the alternative purchased vehicle. Strictly no refunds will take place on the purchase of a Full Service or Paint Protection

Consumers who arranged funds using lenders outside those who sit on The Motor Group Limited's agreed panel of lenders will need to arrange suitable funds to ascertain the new alternative vehicle. Failure to secure suitable funds will void your claim and no refunds will take place. Consumers are liable for all shortfalls.

#### **Price Match Promise**

If you see a similar vehicle at another main agent or car supermarket at a lower price, then we will price match that price at our sole discretion subject to the following conditions;

(a) the alternative vehicle must be the same age (i.e., 67 plate) and the exact same specification (inclusive of factory fitted options) as The Motor Group Limited vehicle.

(b) must have the same or lower mileage than The Motor Group Limited vehicle. The mileage MUST be warranted and proof of this must be shown on receipt of any claims.

(c) a written quote must be presented as evidence of all claims made against The Motor Group Limited. Price Match Promise is only valid against a vehicle marketed with a maximum of a 15-mile radius from our business postal code (PE13 4AX). The quote must be dated prior to and/or on the same day of purchasing one of our vehicles, and The Motor Group Limited must be able to verify the availability of the vehicle either by examining the alternative dealer's website, or physically inspecting in person. The alternative vehicle must be available for immediate purchase and physically located within a 30-mile radius of PE13 4AX.

(d) the price promise is valid against a comparable car at a main agent or a car supermarket dealer only. Dealers trading

from home or non-permanent premises will not be considered. Private cars for sale are strictly excluded.

(e) the alternative vehicle must have the same Specification as The Motor Group Limited vehicle and must match all optional extras elected to the manufacturer when ordered new. The condition of the alternative vehicle must match exactly or in any event show a better condition when compared to The Motor Group Limited vehicle and a condition report maybe requested at the sole discretion of The Motor Group Limited.

(f) the alternative vehicle must match the quality and provenance of The Motor Group Limited vehicle i.e. the 114-point inspection check, interior and exterior condition, vehicle detailing and professional smart retail valet and must be totally free from mechanical defects meeting merchantable retail quality as The Motor Group Limited vehicle.

(g) the price match does not apply in cases where the alternative vehicle is being offered at a CAP clean / Glasses Guide trade price or lower price. CAP and Glasses are a guideline used by the motor trade industry to determine monthly trade prices and disposals of vehicles in the UK mainland.

#### **Loan Cars**

Whilst your vehicle is within the care of The Motor Group Limited (i.e., under repair, warranty or inspection) it is not law to provide consumers with a loan vehicle. The Motor Group Limited does not have the **facilities** to provide this. The Motor Group Limited will not be liable to cover cost for any loan cars.

#### **Cancellation**

Except as provided by law, orders made by the consumer to The Motor Group Limited may be cancelled except on terms that the consumers deposit shall be forfeit and further that the consumer shall indemnify The Motor Group Limited in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by The Motor Group Limited as a result of cancellation. A fixed fee of £1 per mile is to be charged for fair usage, this will be ascertained when calculating mileage covered by the consumer.

#### **Defective Goods**

Without prejudice to clause "Warranty" above any claim by the consumer which is based on any defect in the quality of the goods must be notified to The Motor Group Limited within 7 days of purchase. The consumer shall satisfy itself by examining /

testing / test driving the goods (although all reasonable care and attention has been taken by The Motor Group Limited to ensure the merchantable quality of the goods) prior to making commitment or entering into a contract. Should the consumer not notify The Motor Group Limited of such defects with 7 days, then the consumer shall be deemed to have accepted the goods.

#### **Advertising**

The data displayed within our adverts (on the website or in store) details the specification of the vehicle from the manufacturer when manufacturer new. We subscribe to third party data agencies (such as CAP/HPI) to retrieve this information. We will not be held liable for sudden changes made by outside agencies to the road fund licence, model variations or anything miscellaneous, therefore we recommend that you physically check the specification of the vehicle on site prior to purchase. This information does not form part of the buying contract with The Motor Group Limited. We accept no legal liability for any errors, omissions, or inaccuracies. Please ask about specification as this can be influenced by prefix data, errors can be made.

#### **Liability**

The Motor Group Limited shall not be liable to the consumer under the terms of this contract, for (a) loss incurred by the consumer as a result of third-party claims (b) loss of profits (c) loss of personal / business savings (d) damage to reputation (e) consequential damage of any nature (f) cost of recovery (g) unauthorised repairs/payments completed by the consumer.

#### **Storage Charges**

(a) The vehicle storage charge of £10 + VAT per day will be applicable to any vehicle that has not been collected within 7 days of purchase or repair from our premise. (b) The storage charge will be calculated from the 8<sup>th</sup> day after the vehicle has been ready for collection. (c) The vehicles owner will be notified by writing when the vehicle is ready for collection. (d) The vehicles owner will be required to collect the vehicle within 7 days of notification. (e) Payment of the vehicle Storage Charge is required prior to the release of the vehicle. (f) The vehicle Storage Charge will continue to accrue until the vehicle is collected. (g) The Motor Group Limited will not be liable for any loss or damage to the vehicle or its contents whilst it is stored on our premises. (h) The Motor Group Limited has the right to amend these terms and conditions at any time.

**Data**

The Motor Group Limited operates within the guidelines of the Data Protection Act and is commissioned by the Information Commissioners office (ICO) for data storage and usage. Under this contract the consumer shall consent permission to The Motor Group Limited for the filing and use of the consumer's personal data only to be used for direct marketing of offers, products and services which may benefit the consumer, and will not be sold to third parties. The Motor Group Limited abides by all GDPR laws.

**Applicable Law**

This contract shall be governed by the Laws of England and Wales and the parties shall submit to the jurisdiction of the English Courts.

Customer Name/Signature:

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Dealer Name/Signature:

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Date: