

T.C. HARRISON GROUP LIMITED
trading as "T.C. HARRISON FORD"

USED CAR SALES

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") will apply to any contract between us for the sale of a Used cars (defined at Condition 2.1) ("Contract"). Please read these Terms carefully and make sure that you understand them before placing an order to purchase a Vehicle from us. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to purchase a Vehicle from us.

Where you receive these Terms by email, you should print a copy or save them to your computer for future reference.

We amend these Terms from time to time as set out in Condition 15. Every time you wish to place an order, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 07/01/2021.

Important Information

Your attention is drawn to Condition 9 which sets out your rights of cancellation as a consumer and Condition 10 which explains the limits on our liability to you. Where you have purchased a Vehicle through our Site, by email or telephone, your attention is drawn to your further cancellation rights in Condition 9.4.

When we refer to a "consumer", this means an individual who is purchasing a Vehicle from us for personal use and not for use in the course of any business. If you are purchasing a Vehicle for use in the course of business, whether as an individual or not, you will not be a consumer.

More information on your cancellation rights is contained in condition 9. If you choose to cancel in this way. Please note the following conditions in particular.

- you must take all reasonable care of the goods and you will be responsible for all loss and damage from the time you take delivery until they are returned. Failure to do so could result in a deduction of refund to you in accordance with condition 9.8.

- you may travel a maximum of 150 miles prior to any rejection. Mileage in excess of 150 miles will result in charge of £1+ VAT at the prevailing rate per mile being levied to you.

- you must pay for the cost of returning the vehicle to us. We will contact you to make arrangements for this.

- if after you have returned the vehicle to us, we discover that it has been damaged, driven for more than 150 miles or used in a way that would not constitute normal use, we will apply a deduction to your refund or we may decline your rejection.

These Terms, and any Contract between us, are only valid in the English language.

1. Information about us

1.1 We are T.C. Harrison Group Limited trading as "T.C. Harrison Ford" a company registered in England and Wales with company number 1863311 and with our registered office at Milford House, Mill Street, Bakewell, Derbyshire DE45 1HH ("We", "Us", "Our"). Our VAT number is 172 5867 36.

1.2 We operate the website www.tch.co.uk ("Site"). In addition to this website, we subscribe from time to time to a number of other third party vehicle search sites which display and offer our products for sale; for the purpose of these conditions the term "Site" also refers to any digital media offering our vehicles for sale.

1.3 Contacting us:

(a) To cancel a Contract before you collect the Vehicle in accordance with your right to do so as set out in Condition 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to notify us that you wish to cancel by email at customerservices@tchford.co.uk or contact our Customer Services team by telephone on 01332 633633. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send the e-mail to us.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our Customer Services team on 01332 633633 or by e-mailing us at customerservices@tchford.co.uk.

(c) If we have to contact you or give you notice in writing and we are not able to do so in person in one of our showrooms, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2. How the Contract is formed between you and us

2.1 When you inspect a vehicle in one of our showrooms, on our Site or identify a vehicle that we have found on our systems which meets your requirements and you make an offer to purchase it from us ("Vehicle") following our having provided you with a quotation for such Vehicle, you are placing an "Order" for the purchase of the Vehicle, which is subject to these Terms. Please note that any quotations issued or provided by us remain valid for 14 days from the date of issue, save that any quotation will immediately cease to be valid if a third party changes their prices or requires that we do the same, including where we are required to do so by the manufacturer.

2.2 We will confirm in writing that we accept your Order ("Order Confirmation"). Please note that any other communication from us, including any verbal communication, is only an acknowledgement and not an acceptance of your Order.

2.3 These Terms will become binding on you when: (a) we confirm in writing that we have accepted your Order;

(b) you make payment of the Price to us; or

(c) we commence processing of the Order; whichever is the earlier, at which point a "Contract" shall come into existence between you and us.

2.4 You are responsible for ensuring that the information in your Order is correct. If you identify an error or discrepancy you must tell us within 2 days or we will not be responsible for any Additional Costs (as defined in Condition 3.2 below) incurred to rectify your Order.

2.5 Any Order placed by you is subject to acceptance by us. We may choose not to accept or to decline your Order for any reason and will not be liable to you or to anyone else in those circumstances.

2.6 If we are unable to provide the Vehicle, for example because it is no longer in stock, no longer available, or, in relation to a used Vehicle, because of a fault or defect that we have identified, or because we have identified it will not meet any specific requirement such as those described in Condition 8.1 which you have given us, or any regulatory requirement we will inform you of this and we will not process your Order. If you have already paid the Price for the Vehicle, we will refund you the full amount including any Additional Costs charged as soon as possible.

2.7 If the Price or Additional Costs change in accordance with Condition 3.6 after we have accepted your Order, we reserve the right to cancel or decline your Order at any time. If you have already paid the Price for the Vehicle, we will refund you the full amount including any Additional Costs charged as soon as possible.

2.8 If, once we have accepted your Order, you wish to make a change to your Order you must request this in writing. Any requested changes to the Order will be at our sole discretion and we reserve the right to change the Price or charge you for any Additional Costs resulting from changes we make to the Order at your request. Where your requested changes require us to change the Price or will incur Additional Charges we will inform you of these, at which point you will have 7 days to accept or reject the changes you have requested. If you agree to proceed at the amended Price or Additional Costs we will refund you or charge you the difference between any amount you have paid and the correct Price or Additional Costs. If you are not happy to proceed, you may continue with your original Order or cancel the Contract, in which case we will refund you any amount you have already paid.

2.9 No terms other than these Terms shall apply to this Contract, including any terms implied by trade, custom, practice or course of dealing.

3. Price of Vehicle and Additional Costs

3.1 The price of the Vehicle will be as quoted in our showroom, over the telephone, set out on our Site, or otherwise notified to you in writing in the Order Confirmation ("Price"). We take all reasonable care to ensure that the Price is correct at the time of your Order. However please see Conditions 3.5 and 3.6 for what happens if we discover an error with the Price.

3.2 Where applicable and noted on the Order, the Price includes a deposit ("Deposit") but does not include the cost of any vehicle moving fee if the Vehicle is located at a showroom other than the one you wish to collect it from, vehicle tax, vehicle first registration fees, any fuel, requested third party accessing fitment or any other identified costs over and above the Price, including any import taxes or tariffs in the event that the Vehicle is being purchased from or delivered from a location outside the United Kingdom and we have told you that this is the case before you placed the Order ("Additional Costs"), where these will be applicable to the Vehicle. Any Additional Costs will be charged in addition to the Price at the applicable rates as notified to you at the time of your collection of the Vehicle.

3.3 Where applicable, you will need to pay the Deposit when you place your Order for the Vehicle. We cannot process your Order until we have received the Deposit in full cleared funds. The Deposit can be paid by debit card or electronic transfer.

3.4 If you decide not to purchase the Vehicle or the Contract is cancelled for any reason and where you have paid a Deposit, £250 of this deposit may be retained by us to cover our administration costs and any Additional Charges we may have incurred. Where you purchase the Vehicle the Deposit will form part of the Price. Any bespoke accessories and alterations to the vehicle requested by you must be paid for in full in addition to the forfeited deposit.

3.5 The Price and any Additional Costs include VAT (where applicable and unless otherwise stated) at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your Order and the date of collection, we will adjust the VAT you pay, unless you have already paid for the Goods and/or Services in full before the change in VAT takes effect.

3.6 It is possible that, despite our reasonable efforts, the Price for the Vehicle or any Additional Costs given in our showroom, on our Site or quoted over the telephone may be incorrect or may be subject to change. In the event that the Price or the Additional Costs change prior to collection or where the Price or Additional Costs have changed for any reason, including but not limited to any change (from the date of the Contract) which results from:

(a) a change in the manufacturer's listed price for a Vehicle which we are purchasing from the manufacturer to fulfil your Order;

(b) a change in the price of a Vehicle which we are purchasing to fulfil your Order;
(c) an increase in any duty, tax or levy, including but not limited to any duty, tax or levy imposed on imports or exports, which will be payable on the Vehicle;
(d) where we are purchasing the Vehicle from a location outside the United Kingdom to fulfil your Order, a change to the rate of exchange of sterling against the applicable local currency;
(e) any change which is an unforeseeable (at the date of the Contract) change to the business or economic environment in which we operate; or
(f) any change which is foreseeable but which (at the date of the Contract) has an uncertain, undetermined or unquantifiable effect on the business or economic environment in which we operate,
subject to our right under Condition 2.7, we will ask you whether you wish to proceed at the updated Price or Additional Costs. If you agree to proceed at the updated Price or Additional Costs we will charge you (or if applicable refund you) the difference between any amount you have paid and the updated Price or Additional Costs. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the Contract and refund you any amount you have already paid.

3.7 You are responsible for the payment of all customs, import, export and other duties, tariffs and fees associated with the transfer of the Vehicle to any location outside the United Kingdom ("**Tariffs**") and we shall have no liability in respect of such Tariffs. Where you fail to pay any Tariff, we shall be entitled to settle such Tariff on your behalf, and you shall indemnify us for the Tariffs, all costs associated with the settlement of the Tariffs by us on your behalf and all costs associated with recovery by us of such Tariffs and costs from you.

4. Payment

4.1 The Price, less the Deposit (where you have paid one in accordance with Condition 3.2) and any Additional Costs, can be paid by electronic transfer, or cash (to a maximum of £500), or through the means set out in a separate finance agreement that you have signed and which we have arranged and agreed to allow you to pay the Price and any Additional Costs.

4.2 Please note that if you are a limited company where you pay the Price, Deposit or any Additional Costs by way of credit card, we reserve the right to charge a 1.8% handling fee in order to cover the costs we will incur processing your payment.

4.3 Where we have agreed in advance, you may pay part or all of the Price by providing us with another vehicle as a part-exchange. Please see Condition 5 for what happens if you would like to make a part-exchange.

4.4 Unless otherwise stated in the Order or any finance agreement which you have entered and we have accepted as your means of payment, payment of the Price and any Additional Costs are due in cleared funds before you collect the Vehicle from our premises or otherwise at the latest at point of delivery to you ("**Due Date**").

4.5 If you do not make payment to us in cleared funds by the Due Date, we may:

- (a) not allow you to collect the Vehicle and charge you for storage and insurance in accordance with Condition 6.5;
- (b) charge you interest on the Price at the rate of 2% above the base lending rate of the Bank of England from time to time. Where we charge you interest this shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement; or
- (c) terminate the Contract to sell you the Vehicle immediately in accordance with Condition 11 by giving you written notice.

5. Part-Exchange

5.1 You must notify us in advance if you have a vehicle you wish to part-exchange ("**Part-Exchange Vehicle**") and provide us with any information regarding the Part-Exchange Vehicle which we may reasonably request, and where we request it, bring the Part-Exchange Vehicle to a showroom agreed by us at a time which is convenient to us in order for us to examine it.

5.2 If we agree to consider your Part-Exchange Vehicle, we will examine it at a pre-agreed time and provide you with a valuation. We are not obliged to provide a part-exchange option when selling the Vehicle and our decision to examine and value a Part-Exchange Vehicle, including the valuation we give, is solely at our discretion.

5.3 If we are willing to accept a Part-Exchange Vehicle as part of the Price we will provide you with a valuation for the Part-Exchange Vehicle ("**Part-Exchange Valuation**") calculated on the basis of the date on which the Vehicle is expected to be available for collection or delivery if you proceed with this Contract.

5.4 If the Part-Exchange Vehicle is the subject of a hire purchase agreement, leasing agreement or equivalent and there are outstanding amounts to be paid under this, we may decide to accept your Part-Exchange Vehicle and pay the outstanding amount but reduce the Part-Exchange Valuation by the amount still outstanding on the Part-Exchange Vehicle.

5.5 You have no obligation to accept any Part-Exchange Valuation and can change your mind about a part-exchange at any point until you deliver the Part-Exchange Vehicle to us and collect the Vehicle as long as you notify us of your decision.

5.6 Where you wish to accept the Part-Exchange Valuation we have provided and wish to continue with the part-exchange you must notify us in writing and at that point we will recalculate the Price to take into account the Part-Exchange Valuation in exchange for you transferring the Part-Exchange Vehicle and ownership of the Part-Exchange Vehicle to us.

5.7 Unless you have notified us that you will not be part-exchanging the Part-Exchange Vehicle, you will not be able to collect the Vehicle until you have delivered the Part-Exchange Vehicle to us and we have confirmed that it is in the same condition as it was when we provided the Part-Exchange Valuation.

5.8 For the avoidance of doubt we are entitled to reject a Part-Exchange Vehicle which is delivered to us for any reason, including but not limited to circumstances where:

- (a) the condition of the Part-Exchange Vehicle has changed since we provided the Part-Exchange Valuation;
- (b) the Part-Exchange Vehicle or the condition of the Part-Exchange Vehicle is not as you described when we provided the Part-Exchange Valuation;
- (c) there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle;
- (d) the Part-Exchange Vehicle has been subject to a total loss claim;
- (e) any other issue is identified by a HPI check or equivalent vehicle history check on the Part-Exchange Vehicle;
- (f) the Part-Exchange Vehicle is not your property to dispose of or you do not have the right to sell it; or
- (g) the V5 registration documentation for the Part-Exchange Vehicle is missing, incomplete or is not in your name.

5.9 In the event that we reject a Part-Exchange Vehicle in accordance with Condition 5.8 above we are entitled at our option to:

- (a) reject the Part-Exchange Vehicle entirely and require payment of the Price by another means; or
- (b) provide a new Part-Exchange Valuation in relation to the Part-Exchange Vehicle.

5.10 When delivering a Part-Exchange Vehicle to us you must provide:

- (a) all sets of keys to the Part-Exchange Vehicle; and
- (b) the V5 registration documentation and any associated documentation for the Part-Exchange Vehicle;
without which we will not accept the Part-Exchange Vehicle.
- (c) MOT certificate and service history;
- (d) locking wheel nut and (where applicable) spare wheel; and
- (e) any other items or documentation we may specify.
without which we will not accept the Part-Exchange Vehicle.

6. Delivery and Collection

6.1 Unless otherwise specified in the Order, we will contact you once the Vehicle is ready for collection from the showroom or otherwise as agreed by you and us in the Order. If we have agreed that we will deliver the Vehicle to you, we will deliver the Vehicle to you at the location agreed by you and us and set out in the Order.

6.2 Collection of the Vehicle and acceptance by you (or, where applicable delivery of the Vehicle to you and acceptance by you) shall be completed once you have signed our pro-forma handover note, or other such written confirmation as we may require from time to time, and we have received payment of the Price and any Additional Costs in cleared funds, including (where applicable) delivery of any Part-Exchange Vehicle we have agreed to accept as part payment of the Price in accordance with Condition 5, to confirm your acceptance of the Vehicle.

6.3 Subject to any finance agreement that you may have in place, ownership of the Vehicle and the right to collect it will pass to you once we have received payment of the Price and any Additional Costs in cleared funds and have accepted delivery of any Part-Exchange Vehicle we have agreed to accept as part payment of the Price. We own the Vehicle until payment of the Price has been made in full whether by you or by the finance provider with whom you have entered a finance agreement.

6.4 The Vehicle will be at your risk as soon as they are delivered to you or collected by you.

6.5 Your right to possession of the Vehicle whilst any amount is due from you to us under this Contract shall cease on the earlier of, and you agree to give us prior written notice in the event that you become aware that any of the following events may occur or intend to take action likely to lead to any of the following events occurring

- a) you making any voluntary arrangement with your creditors or an application is made or a person becomes entitled to appoint an administrator, administrative receiver or receiver or goes into liquidation (other than for an amalgamation or reconstruction) or become bankrupt;
- b) an encumbrancer takes possession of or a receiver is appointed over any of your property or assets;
- c) you cease, or threaten to cease, to carry on business or are unable to pay your debts as they fall due;
- d) you take any similar action in consequence of debt; or
- e) we reasonably believe that any of the events mentioned in this Condition 6.5 above is about to occur to you and notify you accordingly.

CLAUSE 6.6 APPLIES IF YOU ARE A CONSUMER

6.6 If you have notified us in writing or we have agreed in the Order that you need to collect the Vehicle by a specific date and we do not have the Vehicle ready for collection (or delivery) on that date, you can give us a new deadline to have the Vehicle ready, which must be reasonable, or you can cancel your Order and we will refund you any part of the Price which you have already paid. If you give us a new deadline and we do not meet this you can cancel your Order and we will refund you any part of the Price which you have already paid.

CLAUSE 6.7 APPLIES IF YOU ARE NOT A CONSUMER

6.7 Any dates quoted for collection or delivery are approximate only and are not of the essence of this contract. You will not be entitled to terminate the Contract for late delivery.

6.8 If you fail to collect to collect the vehicle within 14 days of us notifying you it is ready for collection or, where applicable, fail to take delivery of the Vehicle or fail to give us adequate delivery instructions within 14 days of us notifying you that the Vehicle is ready for delivery, then we reserve the right to charge a reasonable fee for the storage and the insurance of the Vehicle until you collect it.

6.9 If you do not collect the Vehicle within 7 days of us notifying you that it is ready for collection or, where applicable, fail to take delivery of the Vehicle or fail to

give us adequate delivery instructions within 7 days of us notifying you that the Vehicle is ready for delivery, then we shall be entitled to terminate our Contract with you in accordance with Condition 11.1 by giving you 2 days written notice of our intention to do so.

7. Your obligations

7.1 By entering the Contract with us you agree that you will co-operate with us and provide us with any information we may request in order to perform our obligations under the Contract, including but not limited to any insurance information we may require in order to register the Vehicle.

7.2 You, or your authorised representative, must hold a valid driving licence which allows you to drive in the UK in order to place an Order with us and take delivery of the Vehicle. We will also verify with you that the Vehicle is fully insured and taxed by you from the point at which ownership passes to you, although it is your ultimate responsibility to ensure that adequate insurance is in place.

8. The Vehicle

8.1 Other than where you are ordering a new Vehicle whereby you will be the first registered owner, you hereby acknowledge that the Vehicle may previously have been used as a lease or rental vehicle or have had multiple users. It may also have been imported from another country. We will provide you with any information about the Vehicle 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.

8.2 The images of the Vehicle on our Site are for illustrative purposes only. Although we have made every effort to display the Vehicle accurately, we cannot guarantee that your computer's display accurately reflects the appearance of the Vehicle.

8.3 From time to time, adjustments may be made to the specification of a Vehicle by the manufacturer for technical, regulatory or health and safety reasons. As such, we cannot guarantee that the specification for the Vehicle will be identical to the specification provided on our Site.

8.4 Where you are purchasing a Vehicle and you will be the first registered owner, the Vehicle is provided with the manufacturer's guarantee applicable at that time. Where you are purchasing any other Vehicle then we provide a warranty for 6 months from the date of delivery except where you have purchased an extended warranty from us separately, the cost of which shall be an Additional Charge. We do not offer any warranty or guarantee other than as stated in the Terms or implied by law.

8.5 Where the vehicle you are purchasing is new and does not have a prior registered owner, you may be required to comply with further terms and conditions provided by the manufacturer, and you agree that you will comply with such terms and conditions.

9. Your rights of cancellation, return and refund

9.1 You can cancel your Contract with us at any point before you collect the Vehicle by contacting us as set out in Condition 1.3. If you are not a consumer, you can only cancel your Contract with our written consent.

9.2 Where you decide to cancel the Contract we will refund you any part of the Price other than the Deposit which you have already paid using the payment method used by you to pay.

CONDITIONS 9.3 – 9.8 APPLY TO CONSUMERS ONLY.

9.3 If you are a consumer, you also have legal rights in relation to a Vehicle that is faulty, not of satisfactory quality or not as described. These legal rights are not affected by your right of return and refund in this Condition 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. After you have purchased the Vehicle, your legal rights entitle you to the following:

(a) up to 30 days after you collect the Vehicle: if it is faulty or not as described you can get an immediate refund or request that the Vehicle is repaired or replaced;

(b) 30 days following collection of the Vehicle and up to 6 months thereafter: if it is faulty or not as described and we are unable to repair or replace the Vehicle then you will be entitled to a refund or Price reduction in most cases;

(c) 6 months following collection of the Vehicle and up to 6 years thereafter: if the Vehicle has not lasted a reasonable length of time you may be entitled to a partial refund provided that the Vehicle has been used reasonably, maintained appropriately and has not been the subject of any significant alterations or damage.

YOUR RIGHT TO CHANGE YOUR MIND AND CANCEL THE CONTRACT

9.4 In addition to your rights set out at Condition 9.3 above, where you have placed your order through our Site, by email or over the telephone and are paying in cash for the vehicle (including where you have taken out an unsecured personal loan to purchase the Vehicle), you have the right to cancel this Contract within 14 days of taking delivery of the Vehicle without giving any reason ("**Cooling off Period**"), unless the Vehicle has been specifically designed for you, in which case you will not be able to cancel the Contract under this Condition 9.4. The Cooling off Period will expire after 14 days from the day on which you take delivery of the Vehicle and any cancellation made in accordance with this Condition 9.4 should be received by us before the Cooling off Period has expired. The cancellation right in this Condition 9.4 will not be available where your Order is not a "distance selling contract" under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for example where:

(a) You have visited our showroom to inspect the Vehicle and subsequently contacted us through our Site, by email or over the telephone to confirm your Order; or

(b) You have initially contacted us through our Site, by email or over the telephone and have subsequently visited our showroom to inspect the vehicle before placing your Order.

9.5 To exercise the right to cancel in accordance with Condition 9.4, you must contact us in accordance with Condition 1.3. You can also complete and submit the model cancellation form available in the Appendix to these Conditions and on our Site or send a letter or email. If you use this option, we will acknowledge receipt of such a cancellation by email or post without delay.

9.6 If you wish to exercise your legal rights under Condition 9.3 or Condition 9.4 you should contact us in the ways set out in Condition 1.3 and, where requested by us, must return the Vehicle to us at the showroom which you collected it from at your own cost, together with keys and documentation provided with the Vehicle.

9.7 If you exercise your legal right to reject the Vehicle and ask for a refund, we will:

(a) refund you the Price you paid for the Vehicle. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Vehicle in accordance with Condition 9.8.

(b) make any refund due to you as soon as possible and in any event within 14 days after the day on which you return the Vehicle to us, using the same means of payment as you used for the initial transaction or an alternative method by prior agreement between us.

(c) not refund any non-standard delivery charges which you may have paid in relation to the Vehicle or Additional Costs in relation to alterations or upgrades to the Vehicle which you have requested; and

(d) at our option either return any Part-Exchange Vehicle which we have purchased from you or refund the Part-Exchange Valuation which was attributed to the Part-Exchange Vehicle. If we have undertaken any improvement work on a Part-Exchange Vehicle which is returned to you, we may reduce the amount refunded to you to reflect the cost of the improvement or repair work or, where the work carried out exceeds the amount to be refunded to you we may charge you as an Additional Cost for such work.

9.8 We may reduce any refund paid to you in accordance with Condition 9.7:

(a) in the event that you, or any third party, have driven the Vehicle in any way that would not be considered normal consumer use or in ordinary test drive conditions;

(b) in accordance with our standard mileage policy based on the odometer reading on the vehicle when it is returned by you; and

(c) for any damage to, or diminution in the value of the Vehicle. Your refund will be reduced if you do not take reasonable care of the goods while they are in your possession. You will be responsible for the cost any loss or damage which will be deducted from your refund.

9.9 If you have entered into a finance agreement other than an unsecured loan in order to purchase the Vehicle, your cancellation rights will be set out in your finance agreement or otherwise explained to you when entering the finance agreement.

9.10 For the avoidance of doubt, if you are not a consumer, the rights and remedies set out in Conditions 9.3 – 9.9 do not apply, and your rights and remedies are set out in Condition 10.

10. Our liability to you

10.1 We do not in any way exclude or limit our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; and
(c) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples

or;-

(d) any other matter in respect of which it would be lawful for us to exclude or restrict our liability.

CONDITIONS 10.2 - 10.3 APPLY IF YOU ARE A CONSUMER

10.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

10.3 We only supply the Vehicle for domestic and private use. You agree not to use the Vehicle for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

CONDITIONS 10.4 – 10.11 APPLY IF YOU ARE A BUSINESS IF YOU ARE A BUSINESS

10.4 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, we make no warranty as to the fitness of the Vehicle for any particular purpose even if that purpose is stated in your Order. This exclusion includes recommendations or advice from us to you relating to a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the Vehicle is intended.

10.5 We shall not be liable for a breach of warranty in accordance with Condition 8.3 unless:

(a) you give written notice of the defect to us and if, where we are responsible for delivery, the defect is as a result of damage in transit gives written notice to us within 48 hours of receipt specifying the details of the defect and when it was delivered. In the event of a defect which is not apparent on delivery you shall inform us in writing of such defect within 48 hours of discovery of the defect; and

(b) we are given a reasonable opportunity after receiving the notice to examine the Vehicle and you comply with any request from us to return the Vehicle to our place of business at your cost for examination to take place there. The reasonable cost of carriage of the returned Vehicle incurred by you will be reimbursed by us if the Vehicle is found to be in breach of the warranties set out in Condition 8.3.

10.6 We shall not be liable for breach of warranty under Condition 8.3 if:

- (a) you make any further use of the Vehicle after giving notice under Condition 10.5(a); or
- (b) the defect arises because you have failed to follow our or the manufacturer's instructions (whether oral or in writing) as to the storage, proper use and maintenance of the Vehicle or (if there are none) good trade practice; or
- (c) you alter or repair the Vehicle.

10.7 Where any valid claim in respect of the Vehicle is made by you, we shall be entitled at our option to:

- (a) replace or repair the Vehicle where found not to conform to warranty at our cost; or
- (b) at our sole discretion, refund to you the Price (or a proportionate part of the Price) of the Vehicle found not to conform to warranty,

and subject to Condition 10.1, we shall have no further liability to you.

10.8 Subject to Condition 10.1, our liability in connection with the sale and supply of the Vehicle shall be as follows:

- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, our liability shall be nil;
- (b) for any type of consequential, special or indirect loss or damage, our liability shall be nil; and
- (c) in respect of all other types of direct loss (whether in contract, tort or otherwise) our total aggregate liability under the Contract shall not exceed the total Price of the Vehicle.

10.9 Subject to Condition 10.1, we shall have no liability under these Conditions or otherwise if the Vehicle has not been paid for by the Due Date.

10.10 Any claim by you under this Condition 10 in respect of any Vehicle shall not entitle you to withhold or delay payment in respect of any other Vehicle in respect of which no such claim has been made whether or not that Vehicle forms part of the same consignment.

11. Termination and Consequences

11.1 Without prejudice to any other remedies or rights under the Contract or otherwise, we may terminate the Contract with you at any time by giving you written notice if you:

- (a) commit a material breach of any of the Terms, which shall include non-payment of the Price or any Additional Costs, failure to collect the Vehicle within 7 days of us notifying you that it is ready for collection, and (if such breach is remediable), fail to remedy the breach within such time period deemed appropriate by us at the time, of being notified in writing; or
- (b) are the subject of a bankruptcy petition or order or we believe it reasonably likely that you will be the subject of a bankruptcy petition or order.

11.2 Upon termination of the Contract for any reason:

- (a) if you have made full payment for the Vehicle we may deliver it to you or refund you the Price and any Additional Costs at our discretion; or
- (b) if you have not made full payment we may take possession of the Vehicle and refund you any part of the Price other than the Deposit which you have paid less our reasonable administrative costs or require immediate payment of the remaining balance of the Price at our discretion;

the accrued rights and remedies of each party as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.3 For the avoidance of doubt, where we take possession of the Vehicle as a result of our termination of the Contract or where you cancel the Contract we may display the Vehicle for sale on our Site or in a showroom and use it in any demonstration or test-drive, and sell the Vehicle to another customer.

12. Dispute Resolution

12.1 If you have any complaints, you can contact us by telephoning our Customer Services team at 01332 633633 or by e-mailing us at customerservices@tchford.co.uk.

12.2 Alternative dispute resolution ("ADR") is a process by which an independent will consider the facts of a dispute and seek to resolve them without the need for a court. You can find out more about the ADR mechanism that we use on our Site at <http://www.tch.co.uk/site/alternative-dispute-resolution/>.

13. Data Protection

13.1 We will collect your personal data as part of our Contract with you. We only use your personal data in accordance with the Privacy Policy available on our Site www.tch.co.uk/privacy-policy. Please ensure you read the Privacy Policy as it includes important terms which will apply to you.

14. Events outside of our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any event or event which is beyond our reasonable control ("Event Outside Our Control").

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects your collection of the Vehicle, we will arrange a new collection date with you after the Event Outside Our Control is over.

14.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund any part of the Price which you have already paid.

14.4 For the avoidance of doubt, any change to applicable laws, regulations or codes of conduct, the loss of or a change to or an imposition of a new requirement for any licence or consent required to perform the Contract or any other unforeseeable (at the date of the Contract) change to the business or economic environment in which we operate, in each case as a result of or caused by the United Kingdom ceasing to be a member state of the European Union, shall be an Event Outside Our Control.

15. Our right to vary these Terms

15.1 We amend these Terms from time to time. We state at the beginning of the Terms when they were last updated. Every time you place an Order with us, the Terms in force at the time of your Order will apply to the Contract between you and us.

15.2 We may revise these Terms as they apply to your Order from time to time to reflect any changes in relevant laws and regulatory requirements.

15.3 If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. If you opt to cancel, we will refund any part of the Price which you have already paid.

16. Other important terms

16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

16.2 Where we refer to "in writing" in these Terms, this includes email.

16.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

16.4 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

16.5 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.6 Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, such condition or part condition will be deleted from these Terms and the remaining Conditions will remain in force and effect.

16.7 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights

against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.8 Please note that these Terms are governed by English law. This means a Contract for the purchase of a Vehicle and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

APPENDIX

