

## TERMS AND CONDITIONS

"Company"	means the company detailed overleaf;
"Customer"	means the person or persons as specified in Section 1 below;
"Used Vehicle"	means a Vehicle that has had at least one previous registered keeper prior to its sale to the Customer. This includes pre-registration (i.e. Vehicles previously registered to the Company), demonstrator or "nearly new" Vehicles.
"Vehicle"	means a vehicle sold by the Company to the customer as specified in Section 2 below.

### 1. Price

- 1.1 The price of the Vehicle will be the Total Price as set out overleaf, subject to clause 1.2 below. Unless otherwise stated, all prices exclude VAT and are for delivery to the Customer at the Company's address as set out overleaf.
- 1.2 The Company reserves the right at any time to increase the Total Price of the Vehicle if a price increase is imposed on the Company by its supplier, or to change the specification of the Vehicle where the supplier imposes such a change of the Company. The Customer then has the right to cancel under clause 6.3 below.
- 1.3 Unless otherwise agreed in writing, the Customer must pay the Total Price of the Vehicle in full before delivery of the Vehicle, and in any event within 14 days of notice from the Company that the Vehicle is ready for delivery. Non-payment of the Total Price of the Vehicle shall entitle the Company, in addition to any other legal remedies, at its option, to:
  - (a) retain the Vehicle until payment is received in full and charge a storage charge of £36 (including VAT) per day during such period where the Vehicle is retained; and/or
  - (b) cancel this agreement or to treat the same as being repudiated and (subject to the Company being obliged to reasonably reduce its loss) recover from the Customer all resulting loss and damage arising from non-payment of the Total Price, for example depreciation and loss of profits, first from any deposit paid by the Customer; and/or
  - (c) charge the Customer interest at 2% p.a. (calculated on a daily basis) over Barclay Bank PLC's base rate from the date on which payment becomes overdue until the date on which payment is made in full; and/or
  - (d) recover from the Customer the Total Price and the interest referred to in clause 1.3(c) despite the fact that the Vehicle has not been delivered or property in them passed to the Customer (provided that the Vehicle is delivered once the Total Price and interest has been recovered).
- 1.4 The deposit specified overleaf must have been paid prior to the Customer signing the vehicle order form. Any signed order form submitted without payment of the deposit having been made shall be void and, where accepted by the Company, shall be liable for cancellation at any time up until the deposit is actually paid.

1.5 The Customer at all times has primary responsibility for paying the Total Price of Vehicle (subject to clause 2 below where the Vehicle is obtained on finance).

1.6 All reference to payment means cleared funds.

### 2. Part Exchange and Finance Purchase

2.1 If the Company agrees to part of the Total Price for Vehicle being paid by way of a part exchange vehicle, such Vehicle must be delivered to the Company together with its logbook and current MOT test certificate (if applicable) on or before delivery of the Vehicle and the following conditions shall apply as at the date of delivery of the Vehicle:

(a) the details and statements made by the Customer set out overleaf being true; and

(b) the part exchange vehicle being in substantially the same condition and substantially of the same mileage as at the date of its original examination by the Company or the acceptance of it in principle as a part exchange vehicle by the Company.

If either or both of those conditions do not apply the Company shall be entitled (but not obliged) to cancel this agreement and to recover all resulting loss and damages (including depreciation and lost profits) from the Customer. The Company shall be entitled to deduct such loss and damage from any deposit paid by the Customer.

2.2 Where a part exchange vehicle has been provided and this agreement is cancelled, whether under clause 6 or clause 7 or clause 8 or under any other rights that the Customer has to cancel the agreement, then by way of refund of the part of the value paid by providing the part exchange vehicle the Company will at its discretion either:

(a) return that vehicle to the Customer; or

(b) pay the amount of the part exchange allowance (being the value of the part exchange vehicle less any part of that value already paid out to the Customer (or another party on the Customer's behalf)) to the Customer as part of the refund.

2.3 Where the Company has carried out work on the part exchanged vehicle between receiving it and the cancellation of the contract the part exchange vehicle will not be returned as described in clause 2.2(a) unless (a) the Company opts to do so, (b) the Customer agrees to the Company exercising this option and (c) the Customer agrees to pay the Company's reasonable charges for the work carried out (and any parts fitted) in full. In any other case the refund method described at clause 2.2(b) will be used.

2.4 If the Customer wishes to obtain finance for and/or purchase the Vehicle through a third party (i.e. a finance company) then, unless clause 2.6 below applies, such an arrangement shall not affect the Customer's obligations under this agreement even if the Company acts as the third party's agent in respect of such arrangements.

2.5 The Company may accept a part exchange vehicle subject to any financial charge or lien disclosed by the Customer. The part exchange allowance shall take into account any payment necessary to release the part exchange vehicle from such charge or lien provided that if the outstanding liability exceeds that disclosed to us, the part exchange allowance shall be so reduced and/or the amount of the

excess shall immediately become due and payable to the Company.

2.6 If any finance to purchase the Vehicle consists of a conditional sale agreement, hire purchase agreement or other finance agreement where the title to the Vehicle is transferred to the finance company then the Company shall, at the request of the Customer and upon entering into a sale agreement with the finance company, transfer the title to the Vehicle to such finance company PROVIDED THAT, if required by the finance company, the Customer has obtained fully comprehensive insurance for the Vehicle. The Company shall, on the Customer's behalf, account for the part exchange allowance and any deposit paid under this Agreement to the order of the finance company. In such circumstances, the Customer's contract for the purchase of the Vehicle shall be with the finance company, and regard should be had to that contract for the terms applicable to the sale. In return for the Company agreeing to sell the Vehicle to the finance company the customer agrees that clauses 3.5, 4.1, 4.2, 5, 6.1, 8, 9, 10 and 11 of this Agreement shall remain applicable (save that reference to the Agreement are references to the Agreement as contained in and amended by this clause. Any withdrawal from or cancellation of the finance agreement shall not affect this clause and shall not otherwise resurrect the terms of this Agreement, unless expressly agreed in writing at the time of withdrawal or cancellation.

### **3. Specification and Warranty**

3.1 Subject to clause 2.1, the specification of the Vehicle shall be as set out in section 2 above.

3.2 The Vehicle, if new, is sold with such warranty and/or guarantee as is provided by the manufacturer of the Vehicle, and the Customer hereby agrees to be bound by any conditions attaching to such warranty and/or guarantee. Details about the warranty and/or guarantee will be provided to the Customer before entry into the Agreement.

3.3 Other than a guarantee or warranty falling within clause 3.2 above (manufacturer's warranties) the Vehicle is only sold with a guarantee or warranty if the Customer purchases a guarantee or warranty at the time of purchasing the Vehicle. The Company will provide the Customer with details of any purchased guarantees or warranties before entry into the Agreement.

3.4 The Company warrants that the Vehicle will comply with the specification and description set out overleaf (save as the same may be modified by these conditions). Where the Customer deals as a consumer or is a consumer as defined in applicable legislation, the Customer has the benefit of the protection of such legislation. Where the Customer deals otherwise than as a consumer as defined in applicable legislation:

(a) all other conditions, warranties, stipulations, representations and statements (unless set out overleaf) whether express or implied by statute at common law or otherwise howsoever relating to the Vehicle are hereby excluded to the fullest extent permitted by law unless the same has been made or agreed to in writing by a director or branch manager of the Company; and

(b) except in respect of death or personal injury caused by the Company's negligence, the Company shall not be

liable to the Customer or any third party for any direct or indirect loss whatsoever arising out of or in connection with the supply of the Vehicle or its use by the Customer or any third party, except as expressly provided for in these conditions.

3.5 The Company shall not be liable to the Customer or be deemed to be in breach of this agreement by reason of any delay in performing or failure to perform, any of the Company's obligations in relation to the Vehicle, if such delay was due to any cause which was beyond the Company's control.

3.6 The Company is under a legal obligation to supply the Vehicle and any other goods in conformity with this contract.

### **4. Delivery/ Risk/ Title**

4.1 The Company shall make the Vehicle available for collection at the Company's address stated overleaf or, where stated overleaf, shall deliver the Vehicle to the Customer at the agreed location. Any dates/times quoted for delivery/collection are approximate only, but the Company will seek to make the Vehicle available for collection or deliver the Vehicle as on the quoted collection/delivery dates and times or within a reasonable time period after that date and time. The Company shall notify the Customer in the event that there is a delay in making available for collection/delivery. Any delivery charges will be stated on the front of this Agreement.

4.2 In addition to any other remedy contained in this agreement, the Company shall be entitled to levy storage charges of £36 (including VAT) per day after having given reasonable notice to the Customer that the Vehicle is ready for collection if the Customer fails to collect them.

4.3 Ownership of the Vehicle remains with the Company and will not pass to the Customer until the Total Price is paid to the Company in full for the Vehicle in cleared funds.

4.4 Risk in the Vehicle shall pass to the Customer on collection/delivery (as applicable).

### **5. Returns**

5.1 Where the Vehicle is returned to the Company (other than in accordance with the Customer's legal rights) but the Company does not accept their return or rejection the Company may charge storage for any period of time they are left on the Company's premises. The storage charge for vehicles is £36 (including VAT) per day. The Company does not accept any liability for such Vehicle unless any loss is a direct result of the Company's negligence.

### **6. Cancellation**

6.1 The Company or the Customer also has the right to cancel this Agreement within 14 days of receipt of notification from the supplier of:

(a) any price increase of the Vehicle; and/or

(b) any change in the specification of the Vehicle to the detriment of the Customer; and/or

(c) any expected delay in delivery of more than 30 days from the estimated or quoted collection or delivery date.

6.2 The Company shall have the right to cancel this agreement within 14 days of receipt of notification from its supplier that

the supplier is not able to supply the Vehicle, in which event it shall notify the Customer in writing of such cancellation.

- 6.3 The Customer has the right to cancel this agreement within 14 days of receipt of notification from the Company that any of the circumstances described in clause 6.1 have occurred.
- 6.4 Where the Customer is a consumer who has purchased the Vehicle via a distance contract, the Customer may have an additional right of cancellation. Further details are set out in clause 7 below.
- 6.5 Where the Vehicle is a Used Vehicle the Customer may have the additional right of cancellation set out in clause 8.
- 6.6 The rights of cancellation set out in this clause and clauses 7 and 8 are cumulative. Customers may therefore have more than one right to cancel.
- 6.7 Any deposit or other sum paid by the Customer to the Company shall be refunded following cancellation in the circumstances set out in clauses 6.1 to 6.4 above or clause 7 or clause 8 below and, if a part exchange vehicle was provided, clause 2.2 will apply. The Company shall not otherwise be liable to the Customer in such circumstances.

## **7. Additional Right of Cancellation (Distance Customers only)**

- 7.1 This clause 7 only applies if:
- (a) the Customer is an individual (i.e. not a company or a partnership);
  - (b) the Customer is acting for purposes which are wholly or mainly outside of the Customer's trade, business, craft or profession (i.e. not acting wholly or mainly for business purposes);
  - (c) the Customer has entered into this agreement not in the presence of an employee/representative of the Company (e.g. it is entered into over the telephone or by email) and without there having been a prior face-to-face meeting with an employee/representative of the Company (other than a meeting which occurred at a dealership/business premises which the customer visited purely for information gathering purposes and where there was no negotiation about a sale); and
  - (d) clause 2.6 (sales on finance) does not apply.

If the Customer is in any doubt as to whether or not this clause applies please contact the Company.

- 7.2 If this clause applies the Customer has the legal right to cancel this agreement for any reason within 14 days from the day on which the Customer (or a third party, other than the carrier, identified by the Customer as entitled to take possession of the Vehicle) acquires physical possession of the Vehicle.
- 7.3 To exercise the cancellation right the Customer must clearly inform the Company of its decision to cancel. The Customer can use the cancellation form at the end of these conditions but does not have to do so (for example the Customer can cancel by writing to, emailing, or telephoning the Company using the details overleaf). To be effective the communication must be sent or made before the end of the cancellation period, but it does not have to be received before the end of the cancellation period.

- 7.4 If the Customer exercises the right to cancel the Company will reimburse all payments received. The Company may make a deduction from the reimbursement for loss in value of the Vehicle/Goods supplies if the loss is as a result of unnecessary handling by the Customer (see clause 7.10 below).

- 7.5 Any reimbursement will be made without undue delay, and not later than 14 days after the day the Company receives back from the Customer any Vehicle supplied or (if earlier) 14 days after the day the Customers provides evidence that the Customer has returned the Vehicle.

- 7.6 The Company will make reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise.

- 7.7 The Customer will not incur any fees as a result of any reimbursement (other than any deduction as referred to in clause 7.4 and 7.10).

- 7.8 Where the Customer has or partly paid for the Vehicle by way of a part exchange vehicle and the agreement is cancelled clause 2.2 applies.

- 7.9 Where the Customer cancels this agreement after taking possession of the Vehicle the Customer must make arrangements to return the Vehicle to the Company. The Customer shall send back the Vehicle or hand it over to the Company without undue delay and in any event not later than 14 days from the day on which the Customer communicates its cancellation from this agreement to the Company. The deadline is met if the Customer sends back the Vehicle before the period of 14 days has expired, even if the Company does not receive it within that period. If the Customer drives the Vehicle back to the Company, the only cost to the Customer shall be the cost of any petrol put in the Vehicle to be able to return it.

- 7.10 The Customer is entitled, having received the Vehicle, to handle it to the extent necessary to establish its nature, characteristics and functioning (for example, the Customer may handle the Vehicle in the type of way it would be allowed to if examining them in a shop or showroom). The Company will not make any deduction from your refund to take account of any loss of value caused by this handling. However, if the Customer handles the Vehicle in a way that goes beyond that then the Company is entitled to recover from the Customer (by way of a deduction from the refund) the amount by which the value of the Vehicle has been reduced by that excess handling. As a guideline, the Company will normally consider driving a Vehicle in excess of 230 miles as being more than is reasonably necessary to establish the nature, characteristics and functioning of a Vehicle (and therefore to entitle the Company to make a reasonable deduction from the Customer's refund).

## **8. Additional Right of Cancellation (Used Vehicles only)**

- 8.1 This clause 8 only applies if:
- (a) the Vehicle is a Used Vehicle;
  - (b) the Customer has fulfilled all their legal obligations in respect of the Vehicle, including the payment of taxes, insurance and any fines occurred during the course of the Customer's possession of the Vehicle; and
  - (c) the Customer or a member of the Customer's household has not previously exercised a right to cancel under an equivalent to this clause 8 in the 12

months preceding the date of the entry into of this agreement.

8.2. If this clause applies the Customer has the additional right to cancel this agreement for whatever reason within 14 days from the day on which the Customer (or a third party, other than the carrier, identified by the Customer as entitled to take possession of the Vehicle) acquires physical possession of the Vehicle. Additional charges may be payable under clauses 8.5 and 8.6 below.

8.3 If the Customer wishes to exercise this cancellation right after reservation but before taking possession of the Vehicle the Customer should contact the Customer Liaison Team using one of the following methods of contact:

(a) by telephone on 0191 298 1425; or

(b) by email at [reservationrefunds@lookers.co.uk](mailto:reservationrefunds@lookers.co.uk).

8.3 If the Customer wishes to exercise this cancellation right after taking possession of the Vehicle the Customer should contact the Customer Liaison team using one of the following methods of contact:

(a) by telephone on 0191 298 1425;

(b) by email at [vehiclereturns@lookers.co.uk](mailto:vehiclereturns@lookers.co.uk);

(c) by post at Customer Liaison Team, Lookers, Unit A1, First Avenue, Tyne Tunnel Trading Estate, North Shields, Tyne & Wear NE29 7SU (in which case the notice of cancellation must be received by the Company inside the 14 day period referred to in clause 8.2).

8.4 If the Customer exercise the right to cancel under this clause, the Company will, within 7 days of retaking possession of the Vehicle:

(a) refund all payments that the Customer has made to the Company (less any deduction under clause 8.7) below.

(b) facilitate the cancellation of any finance agreement arranged by the Company that the Customer has in respect of the Vehicle, refund any deposit that the Customer has paid to the finance company, and refund any payments made by the Customer to the finance company (unless the Customer's arrangements with the finance company provide for any such payments are to be refunded to the Customer by the finance company, in which case it shall be for the finance company to refund such payments);

(c) facilitate the cancellation of any insurance, warranty or other optional add-ons on the Customer's behalf.

8.5 Upon cancellation the Vehicle shall be returned to the Company as follows:

(a) Unless clause 8.5(b) or 8.5(c) applies the Customer must return the Vehicle, together with the V5, all supplied keys, any services books and manuals, and all accessories and floor mats, to the Company within 7 days of notifying the Company of the Customer's cancellation. The Vehicle shall be returned to the same dealership from which the Vehicle was collected (or, if the Vehicle was delivered to the Customer, from the dealership from which the Vehicle was purchased).

(b) The Customer may, at the time of cancellation, request the Company to collect the Vehicle. If the Customer so requests the Company will collect the Vehicle from the Customer at a cost of £1 per mile, such mileage to be

calculated as the distance to drive from the place of collection of the Vehicle to the dealership from which the Vehicle was purchased (such mileage to be the actual distance so driven and not the shortest or the straight line distance, provided that the distance so driven was reasonable in the circumstances). The Customer must make available at the time of collection all the items listed in clause 8.5(a) (V5 etc).

(c) If the Vehicle cannot safely be driven or there are any mechanical concerns the Customer should contact the Company using the details in clause 8.3 to discuss collection options. Unless the safety or mechanical concerns are the result of the Vehicle not being of satisfactory quality or the Company's breach of this agreement the Customer shall pay any reasonable costs incurred by the Company as a result of such collection. The Customer must make available at the time of collection all the items listed in clause 8.5(a) (V5 etc).

(d) The Customer must remove all personal belongings from the Vehicle prior to its return/collection. The Company shall have no liability to the Customer for any personal belongings left in the Vehicle.

8.6 Upon return of the Vehicle the Company will inspect the mileage and condition of the Vehicle. The Customer must pay to the Company:

(a) £1 per mile for each mile in excess of 230 miles that the Vehicle has been driven in the period beginning with the Customer (or a person on the Customer's behalf) taking possession of the Vehicle and ending when the Vehicle is delivered to or collected by the Company.

(b) for any cost of repair or, if less, any depreciation in the value of the Vehicle, resulting from the Vehicle not being in the same condition as when the Customer (or a person on the Customer's behalf) took possession of the Vehicle, other than (i) fair wear and tear to the Vehicle or (ii) any change in condition as a result of the Vehicle not being of satisfactory quality or that has occurred as a result of the Company being in breach of this agreement.

8.7 The Company may deduct the amount of any sums due under clauses 8.5 and 8.6 from the amount of any refund due until clause 8.4. If the amount of the refund is not sufficient to discharge the sums due from the Customer, or the Company does not make any such deduction, the Customer shall pay the Company the sums due or the difference in sums due upon demand.

8.8 Where the Customer has or partly paid for the Vehicle by way of a part exchange vehicle and the agreement is cancelled clause 2.2 applies.

## 9. General

9.1 Unless any clause of this agreement provides otherwise any notice required or permitted to be given by either party to the other under these conditions shall be in writing sent by post or by fax addressed to that other party at the address set out below.

9.2 No acceptance by the Company of any breach of a provision by the Customer shall be regarded as an acceptance of any breach of the whole or any other part of this agreement, nor shall such acceptance be deemed or construed as a variation of the terms of this agreement.

- 9.3 A waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.4 A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 9.5 Except as set out herein, any variation to this agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a director or branch manager of the Company.
- 9.6 If any provision of the agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the agreement and the remainder of the affected provisions shall continue to be valid.
- 9.7 If the Customer is resident in England or Wales (or any other country except Scotland or Northern Ireland), the construction validity and performance of this agreement and all matters pertaining thereto shall be governed in all respects by English law. This means this agreement and any dispute or claim arising out of or in connection with it will be governed by English law and the Company and the Customer both agree that the courts of England and Wales will have non-exclusive jurisdiction. If the Customer is resident in Northern Ireland the laws of Northern Ireland shall apply instead and the Customer or the Company may bring proceedings in Northern Ireland. If the Customer is resident in Scotland the laws of Scotland shall apply instead, and the Customer or the Company may bring proceedings in Scotland.

## 10. Lookers Privacy Notice

- 10.1 The Company is committed to the highest standards of data privacy and will only use your information in accordance with your data protection rights. For more information please see our Privacy Notice published on our website at <https://www.lookers.co.uk/privacy-statement/>.

## 11. Complaints and Codes of Conduct

- 11.1 If the Customer has any complaints about the service that it has received or the Vehicle, please address these to the dealership in the first instance. If the dealership is unable to resolve the complaint then please send full details of your complaint to Customer Liaison Team, Lookers, Unit A1, First Avenue, Tyne Tunnel Trading Estate, North Shield, Tyne & Wear, NE29 7SU, Tel: 0191 298 1425, E-Mail: [vehiclecomplaints@lookers.co.uk](mailto:vehiclecomplaints@lookers.co.uk) and the Company will endeavour to respond to your complaint and seek to resolve it as soon as reasonably practicable. The Company's complaints handling policy can be found on its website [www.lookers.co.uk/complaints](http://www.lookers.co.uk/complaints) or a copy is available on request.
- 11.2 If the Customer has a complaint in relation to something that the Company did or did not do when introducing you to a finance company, or anything ancillary that it did in relation to such an introduction, it may be able to complain to the Financial Ombudsman Service. The Customer should make its complaint to the Company in the first

instance, but if the Company doesn't resolve that complaint inside 8 weeks or it doesn't resolve it to the Customer's satisfaction the Customer can complain to the Financial Ombudsman Service by phoning them on 0300 123 9 123 or 0800 023 4567. Alternatively, the Customer can download a complaint form at: [www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm).

- 11.3 The Company is a member of the British Vehicle Rental & Leasing Association. A copy of the code of conduct for this organisation can be obtained from the following website: <https://www.bvrla.co.uk/membership/codes-of-conduct.html>
- 11.4 The Company is also a member of the Motor Ombudsman and is a signatory to their codes of practice. A copy of those codes can be obtained from the following website: <https://www.themotorombudsman.org/garages/our-codes-of-practice>. The Motor Ombudsman also offers an alternative dispute resolution mechanism to resolve complaints, which can be accessed by following the procedure set out on this website: <https://www.themotorombudsman.org/consumers/make-a-complaint#garagef>

## 12. Distance sales Model Cancellation Form

- 12.1 If you are exercising your right of cancellation in accordance with clause 7 you may (but do not have to) use the form at clause 12.2 below.
- 12.2 To: Customer Liaison Team, Lookers, Unit A1, First Avenue, Tyne Tunnel Trading Estate, North Shield, Tyne & Wear, NE29 7SU,  
Tel: 0191 298 1425,  
E-Mail: [vehiclecomplaints@lookers.co.uk](mailto:vehiclecomplaints@lookers.co.uk).

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*] / for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date [\*] Delete as appropriate.