

## USED CAR TERMS & CONDITIONS

I/We agree to the below Terms & Conditions and acknowledge that the signed Sales Invoice constitutes irrevocable acceptance of this document.

### 1.Contract

1.1.The vehicle order form for the sale of a motor vehicle and accessories, if any, (“the Goods”) by us, Ansloos Motors Ltd trading as Ansloos Motors or any other subsidiary brand (“the Seller”) at the agreed price (“the Total Retail Price”) and any allowance in respect of a used motor vehicle offered by you (“the Buyer”) incorporates the following clauses to form the contract between us.

1.2.The vehicle Sales Invoice (except where varied by an express agreement between the parties which is recorded in writing and signed by an authorised representative of the Seller) shall constitute the entire contract between the parties.

### 2.Delivery (if applicable)

2.1.The Seller will use its reasonable endeavours to secure a delivery date or dates, if the Buyer has elected for Delivery instead of Collection, which the Seller will charge for, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller.

2.2.The Goods may be delivered by the Seller or its agent in advance of the estimated delivery date, if any, upon giving 2 days prior notice to the Buyer.

2.3.Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Buyer and the Seller has given notice to the Buyer that the Goods are ready for collection. The Goods will be physically delivered by the Seller to the Buyer only where agreed by the Seller and at the Buyer’s cost. Any guarantees or warranties agreed by the Seller on the vehicle (including the Ansloos Motors 14-day guarantee) will start when Delivery has been made (i.e, on the date that the vehicle is available for collection). The Seller will not deliver the vehicle until full payment has been received.

### 3.Price and Payment

3.1.The Goods will remain the property of the Seller and the Buyer shall not be permitted to collect the Goods until the Total Vehicle Price set out on the Sales Invoice has been discharged in full (without set-off or counterclaim). A cheque given by the Buyer in payment or part payment shall not be treated as a discharge until such cheque has been cleared through the Buyer’s bank and time of payment shall be of the essence.

3.2.In the event that the Buyer arranges for a finance company to purchase the Goods from the Seller at the Total Vehicle Price payable the Seller shall not release the Goods until the Total Vehicle Price has been discharged in full, including receipt of cleared funds from the said finance company.

#### Site Address

Ansloos Motors Ltd  
Plas Acton Garage, 282 Chester Road  
Wrexham, LL12 8DU

#### Company Info

Company No: 12575129  
VAT Number: 350988076  
FCA Number: 943671

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### 4. Part Exchange

4.1. Where the Seller agrees to allow part of the purchase price of the Goods to be paid by the Buyer delivering a used vehicle to the Seller, such allowance is agreed to be given and received and such used vehicle is agreed to be delivered and accepted as part of the sale and purchase of the Goods subject to the condition that when such used vehicle is delivered to the Seller after examination by the Seller, the used vehicle shall be delivered in the same condition as when originally examined subject only to fair wear and tear and provided always that either:-

4.1.1. the used vehicle for which the Buyer receives such allowance must be his or her property absolutely and not the subject of any hire purchase agreement or other legal encumbrance whatsoever; or

4.1.2. if such used motor vehicle shall be the subject of a hire purchase transaction then such hire purchase transaction must be capable of early settlement by the Seller and the Total Retail Price due to the Buyer shall be reduced by the amount of such settlement.

### 5. Failure to collect goods

5.1. If the Buyer shall fail to take and or pay for the Goods within seven days after written notification by the Seller that the Goods are ready for collection, the Seller shall be at liberty to treat the contract as repudiated by the Buyer, and thereupon the deposit shall be forfeited and any sums paid by the Buyer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which the Seller may have suffered or incurred by reason of the Buyer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and the Seller shall be under no further liability to the Buyer.

5.2. The Seller may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause). This clause 5 shall be in addition to and without prejudice to the Seller's right to recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Buyer's default.

### 6. Examination of Goods and Reliance

6.1. Prior to signing the Sales Invoice the Buyer shall examine the Goods to be purchased (if such are available for inspection) and the Buyer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by the Seller to the Buyer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

6.2. The Buyer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the Seller's skill or knowledge regarding the Goods' fitness for any particular purpose or use.

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### 7. Claims

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

7.2. In the event of any dispute or disagreement arising out of or in connection with this Contract or any breach of its term the Seller and the Buyer shall first use their reasonable endeavours to negotiate in good faith a settlement of such dispute by mediation through the CTSI approved Alternative Dispute Resolution provider Motor Codes (<https://www.themotorombudsman.org>) and this provision shall not apply if the Seller shall have sent a letter before action to the Buyer and no response has been received within 7 days after such letter before action shall have been deemed to have been received.

7.3. Any notice or letter under or in connection with this contract shall be in writing and shall be served by hand on the party or sent by recorded delivery at or to the address of the party set out in this contract or at or to such other address as may be subsequently notified in writing by one party to the other and in the absence of evidence of earlier receipt any notice shall be deemed to have been received and duly served:-

7.3.1. when delivered if delivered personally; or

7.3.2. two days after posting if sent by recorded delivery.

### 8. Warranty

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

8.2. In the case of the Goods being a second-hand vehicle, the Seller shall transfer to the Buyer the unexpired portion of the manufacturer's warranty (if any) together with the Ansloos Motors 14-day guarantee. The Buyer acknowledges that in the case of the Goods being a second-hand vehicle the Goods will be sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and subject to paintwork and/or bodywork repairs that may have been carried out to it.

8.3 For the avoidance of doubt, the Ansloos Motors 14-day guarantee is applied to all used car sales (unless otherwise agreed in writing or the vehicle is sold SPARES AND REPAIRS), which covers engine, gearbox and clutch. In the unfortunate event that something goes wrong with the above, Ansloos Motors will first elect to a repair of the vehicle at its cost. If the fault is not repairable then Ansloos Motors will offer a refund or replacement. The Buyer agrees to return the vehicle to Ansloos Motors at their cost under this guarantee, and Ansloos Motors will provide a courtesy car if available. Ansloos Motors accepts no liability whatsoever for any inconvenience.

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### 9.Distance and Off Premises Contracts

9.1. In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 , if the Buyer entered into this contract (1) without face-to-face contact with the Seller or (2) after placing an order during the simultaneous physical presence of the Buyer and Seller at a place which is not the Seller's premises or (3) by a distance communication immediately after the Buyer was addressed during the simultaneous physical presence of the Buyer and the Seller at a place which is not the Seller's premises then the Buyer may cancel the contract without giving any reason up to 14 days after the day upon which the Buyer (or anyone on the Buyer's behalf) takes possession of the Goods.

9.2. In order to exercise the right to cancel the Buyer must send to the Seller a clear statement by letter sent by post, fax or email to this effect.

9.3. On cancellation the Buyer shall return the Goods to the Seller at the Buyer's expense without undue delay and in any event not later than 3 days after the day on which the Buyer advises the Seller of the cancellation at the Buyer's cost. On cancellation the Seller shall reimburse to the Buyer all payments received from the Buyer less any delivery costs.

9.4. If the value of the Goods is diminished because of the Buyer handling the Goods, the Seller may recover that amount from the Buyer and the Seller can deduct this amount from the amount of the reimbursement provided for under these Terms and Conditions. The Seller will normally view any alteration, modification or personalisation of the Goods or driving for in excess of 100 miles as going beyond what is necessary to establish to nature, characteristics and functioning of the Goods.

9.5. If the Goods are made to the Buyer's specifications or clearly personalised then the Buyer does not have the right to cancel the contract.

### 10.Defective Goods

10.1. Without prejudice to clause 8 above any claim by the Buyer which is based on any defect in the quality or condition of the Goods on delivery or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of collection of the Goods or the date of refusal of delivery as the case may be or (where the defect or failure is not apparent upon reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller as above the Buyer shall be deemed to have accepted the Goods.

10.2. If the Buyer is a person engaged in the motor trade, the Goods are sold on the understanding of "SEEN, TRIED AND APPROVED" and the Seller shall have no liability whatsoever. For the avoidance of doubt such Buyer shall not be considered a consumer afforded protection under the Consumer Rights Act 2015.

10.3 If the vehicle is described on the sales advert and Sales Invoice as 'Spares or Repairs', clause 10.2 shall apply and the Buyer will be consider as someone engaged in the motor trade.



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### 11. Courtesy Cars

11.1. If a customer's vehicle is in for repair or claim under the 14-day guarantee or otherwise agreed, the Seller will provide the Customer with a courtesy car if one is available on the condition that:

- (a) The Buyer pays a security deposit of £100.00;
- (b) The Buyer returns the courtesy car in the same condition as it was when collected;
- (c) The Buyer returns the courtesy car with the same amount fuel in it as when it was given to them;
- (d) The Buyer shall be liable for all damage in respect to courtesy cars beyond reasonable wear and tear. The Buyer shall be further liable for any fines,

The Seller reserves the right to deduct from the security deposit if the above conditions are not adhered to.