

# AVALON MOTOR CO LIMITED – TERMS AND CONDITIONS OF SALE

Version number 1009 12<sup>th</sup> June 2020

These Terms and Conditions of Sale (“Terms”) will apply to any contract between us for the sale of a Vehicle (defined at Condition 2.2) (“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.

You should print a copy of these Terms 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 12th June 2020.

**Your attention is drawn to Condition 9 which sets out your rights as a consumer and Condition 10 which explains the limits on our liability to you.**

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

## 1. Information about us

1.1 We are Avalon Motor Co Limited a company registered in England and Wales with company number 2178029 and our registered office at Avalon Motor Co Limited, Wells Road, Glastonbury, Somerset BA6 9AG (“We”, “Us”, “Our”). Our VAT number is 502013032.

1.2 We operate the website [www.avalonmotorco.com](http://www.avalonmotorco.com) (“Site”).

### 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 contact your salesperson at the relevant showroom either by attending in person or via email or telephone. 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 at 01458 834354 or by e-mailing us at [sales@avalonmotorco.com](mailto:sales@avalonmotorco.com)

(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.

### 1.4 Vehicle Delivery

If you wish to have your vehicle delivered, you will incur an additional cost for this service. Delivery costs will vary depending on the location and distance. Please ask a member of our sales team for a delivery quote prior to purchasing the vehicle if you require this service.

Please note, delivery is only available to UK mainland.

### Deposits

Avalon Motor Co Limited will require payment of a non-refundable £500 deposit in order to remove a vehicle from sale.

## 2. How the Contract is formed between you and us

2.1 You may have reserved the Vehicle prior to visiting our showroom to inspect it by telephoning us or by reserving the vehicle on our website.

2.2 When you pay a deposit for a vehicle and make an offer to purchase it (“Vehicle”) for the Price, you are placing an “Order” with us for the purchase of the Vehicle, which is subject to these Terms. The order is also subject to acceptance by the company management.

2.3 We will acknowledge your Order by issuing you with an (“Order Form”), Please note that all orders are subject to acceptance by the company management. Unless we contact you to advise we cannot accept your order then a contract of sale will be formed. Please note that any other communication from us, including any verbal communication, is only an acknowledgement and not an acceptance of your Order.

2.4 These Terms and Conditions will become binding on you when:

- we confirm in writing that we have accepted your Order and the order has been signed off by company management. Our sales person will issue the order form but the contract is not formed unless management authorise the order;
- you make full payment of the Price to us; or
- we commence processing of the Order; whichever is the earlier, at which point a “Contract” shall come into existence between you and us.

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, because of a fault or defect which we have identified, we will inform you of this and we will not process your Order. If you have already paid for the Vehicle, we will refund you the full amount as soon as possible.

## 3. Price of Vehicle and additional charges

3.1 The price of the Vehicle will be as quoted in our showroom, or otherwise notified to you in writing on the Order Form (“Price”). We take all reasonable care to ensure that the Price is correct at the time of your Order. However please see Conditions 3.6 to 3.8 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 of £500 (“Deposit”) but does not include the cost of any vehicle tax or vehicle first registration fees, where these will be applicable to the Vehicle. The cost of vehicle moving fees and vehicle first registration fees (where applicable) 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. You will also be required to register and pay vehicle tax with the Driver and Vehicle Licensing Agency at the point of collection, which we will assist you with.

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 cash, debit card or bank transfer. Please note the deposit is non-refundable – unless your purchase falls under distance selling regulations.

### 3.4 - Blank

3.5 If you have paid a deposit to reserve a vehicle, we expect you to complete on the purchase of the vehicle within 5 calendar days of the date of deposit payment. Failure to complete the purchase within this timeframe will result in us cancelling your contract of purchase. We will then re advertise the vehicle for sale. For the avoidance of doubt, completion of the vehicle purchased will be made when the vehicle has been paid for in full and you have taken physical possession of the vehicle.

3.6 We will not accept payment of the Price or the deposit by credit card.

3.7 The Price includes VAT (where applicable) 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 Vehicle in full before the change in VAT takes effect.

3.8 Prices for our Vehicles may change from time to time, but, other than where identified in Condition 3.7, changes will not affect any Order that you have already placed.

3.9 It is possible that, despite our reasonable efforts, the Price for the Vehicle given in our showroom, on our Site or quoted over the telephone may be incorrect. In the event that we have advertised the Vehicle at the wrong Price we will ask you whether you wish to proceed at the correct Price. If you agree to proceed at the correct price we will refund you or charge you the difference between any amount you have paid and the correct Price. 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.

3.99 Admin Fee: Avalon Motor Co Limited will charge a compulsory admin fee on all vehicle purchases in addition to the advertised retail price. The admin fee is to assist the company in offering vehicles at low prices and exceptional value for money while also delivering on a number of key benefits to our customers. For further detail on this please contact a member of our sales team.

### Breakdown of admin fees inc VAT:

- Retail customers £199

The following category of customers will be charged an admin fee of £499

- Motor Trade customers
- Retail customers using an outside finance broker, not part of our official panel of lenders
- Export customers
- Customers based in Northern Ireland

## 4. Payment

4.1 The Price, less the deposit, where you have paid one in accordance with Condition 3.3, can be paid by either debit card or electronic transfer where we have agreed to this in advance, or through the means set out in a separate finance agreement that you have signed and which we have agreed to allow you to use in order to pay the Price.

4.2 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.

4.3 Unless otherwise stated on the Order form or any finance agreement which you have entered and we have accepted as

your means of payment, payment of the Price is due when you collect the Vehicle from our premises (“Due Date”).

4.4 If you do not make payment to us by the Due Date, we may:  
(a) not allow you to collect the Vehicle until we have received payment of the Price in cleared funds and charge you for storage and insurance in accordance with Condition 6.5;  
(b) charge you interest on the Price at the rate of 4% above the bank of England base rate 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.

4.5 Finance: If you purchase a vehicle utilising a finance company we have recommended to you then we may receive a commission from the finance house / bank for introducing you as a customer to them. If you would like more information on this, please speak request to speak to the sales manager.

## 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 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”).

5.4 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.

5.5 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.

5.6 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.

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

5.8 In the event that we reject a Part-Exchange Vehicle in accordance with Condition 5.7 above we are entitled at our option to:

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

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

- all sets of keys to the Part-Exchange Vehicle; and
  - the V5 registration documentation in your name and any associated documentation (such as service books ) for the Part-Exchange Vehicle; without which we will not accept the Part-Exchange Vehicle.
- (c) Failure to provide the items listed above for the part exchange vehicle will result in us charging you a further £500 deposit until such documents have been received by Avalon. When we receive the documents required, we will refund the additional £500 deposit in full within 7 days.

## 6. Collection

### 6.1 Blank

6.2 Collection of the Vehicle shall be completed once you have signed our invoice, or other such written confirmation as we may require from time to time, and we have received payment of the Price in cleared funds, including delivery of any Part-

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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 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.

6.4 Blank

6.5 If you do not collect the Vehicle within 5 days of us notifying you that it is ready for collection then we shall be entitled to terminate our Contract with you in accordance with Condition 11.1

## 7. Your obligations

7.1 By entering the Contract with us you agree that you will cooperate with us and provide us with any information we may request in order to perform our obligations under the Contract.

7.2 You must hold a valid driving licence which allows you to drive in the UK in order to place an Order with us and you are responsible for ensuring that the Vehicle is fully insured, taxed and maintained from the point at which ownership passes to you.

## 8. The vehicle

8.1 The Vehicle may previously have been used as a Fleet, 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.

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 a device's display accurately reflects the appearance of the Vehicle.

8.3 Avalon Motor Company Limited cannot & will not guarantee any vehicle to be sold with the balance of the manufacturer's warranty intact. Customers wishing to take advantage of the original manufacturer's warranty will need to check with the manufacturer directly prior to entering in to a purchase for the vehicle from Avalon.

We offer additional warranty or guarantee products at an extra cost, please speak to your salesperson for details. This will not effect your statutory rights under the Consumer Rights Act 2015.

## 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.

### 9.2 (Section 9.2 to 9.2.6 is relevant to distance sales only)

In the event of a cancellation, it is your responsibility to return the vehicle to us in the same condition and specification as it was delivered. You will be responsible for the direct cost of returning the vehicle. You must ensure that the vehicle is returned with the same items with which it was sold. This includes (but is not restricted to): service packs, manuals, handbooks, locking wheel nuts & key, entertainment systems, tools & keys. If you have altered, modified, personalised, or adapted the vehicle in any way you will have no right of cancellation.

9.2.1 We will make a deduction from the reimbursement if the vehicle has suffered any diminished value due to you handling or using it beyond what is necessary to establish its nature, characteristics and function; i.e. handling or use beyond what a customer would reasonably undertake when appraising and test-driving a vehicle at a dealership prior to purchase. If the vehicle has covered more than 250 miles over and above the mileage stated on your vehicle purchase invoice from us, we will make a reasonable deduction to the reimbursement figure to compensate us in a depreciation of the vehicles value. The deduction will be commensurate with the vehicle in question.

9.2.2 The V5C registration document must be returned to us as soon as you receive it from DVLA. This forms part of the goods and no reimbursement will be made until this is received.

9.2.3 Providing the vehicle is returned to us in line with the conditions stated, we will process any reimbursement due within fourteen days of the date the Vehicle or V5C registration document (whichever is the later) is received by us. The reimbursement will be executed in the same way that payment was originally made, less any deduction for diminished value and less any amount you paid to have the vehicle originally delivered.

9.2.4 If the cancelled Agreement involved a part-exchange vehicle, we will not be able to return the part-exchange vehicle to you, instead we will pay the agreed part-exchange value from your purchase order form back to you.

9.2.5 If you have committed to a finance agreement, you must inform the finance company immediately of the cancellation in writing. You will be liable for any early termination fees. We do our best to avoid such fees, and only apply them if the finance provider charges such a fee.

9.2.6 Where the nature of your purchase falls into a distance selling category, you have the right to cancel your contract within a 14 day period. The 14 day cancellation period will commence from the day after you have taken possession of the vehicle. Please note, this will only be applicable if method of purchase of the vehicle falls under the distance selling regulations.

This cancellation (change of mind) clause does not affect any separate rights given to you in the Consumer Rights Act 2015.

9.3 As 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.

9.4 (Blank) Moved to 9.2.6

9.5 If you wish to exercise your legal rights 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.

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

- 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; and
- 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.

## 10. Our liability to you

10.1 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.

10.2 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.

10.3 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; (c) breach of your legal rights under The Consumer Rights Act 2015 (which include the right to receive goods that match any description given, are of satisfactory quality, fit for their usual purpose and any particular purpose which you have made known to us); and (d) for defective goods under the Consumer Protection Act 1987.

## 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:

- commit a material breach of any of the Terms, which shall include non payment of the Price, failure to collect the Vehicle within 5 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
- 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:

- if you have made full payment for the Vehicle we may deliver it to you or refund you the Price at our discretion less the deposit you have paid; or
- if you have not made full payment we may take possession of the Vehicle, we will retain the deposit paid by you. We may require immediate payment of the remaining balance of the Price at our discretion; and 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 us at 01458 834354 or by e-mailing us at

[sales@avalonmotorco.com](mailto:sales@avalonmotorco.com) You may download or view our complaints policy on our website.

## 13. How we use your personal data

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. 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 (an "Event Outside Our Control").

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

- we will contact you as soon as reasonably possible to notify you; and
- 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.

## 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.

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

16.4 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.

16.5 Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.

16.6 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.

16.7 Making payment for the goods in full will be deemed as acceptance of our full terms and conditions of sale by the customer even if they have not signed our order form or invoice.

16.8 By entering in to the contract to purchase the vehicle from us you acknowledge & accept that in entering into this contract you will not rely on any statement, representation, or warranty implied by a representative of Avalon Motor Co Limited. Our terms of sale are set out in this document and any comment made by our staff to the contrary of this document should not be relied on by you. Avalon Motor Co Limited will not be held responsible for any verbal representation made by our employees during the sales process. The terms and conditions of sale are set out on this order form and in the specific text above.

16.9 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.