

Thank You For Your Order

Dear Customer,

Please read through the information below relating to the purchase of your vehicle.

Payment Methods

Deposits:

We accept deposit payments of £500 by debit card. We regret to inform you that we are unable to accept credit card payments.

Balance Payments

The only method of payment for the vehicle balance accepted is direct bank transfer. Please note, the payment must be received by Avalon prior to the handover date. The easiest way to complete this is bank transfer using online banking. Our bank details are displayed below.

Other payment methods accepted will be at our managements discretion.

To avoid delays on the day you are collecting your vehicle, we ask that you transfer the full outstanding amount the working day before your collection date.

Avalon Bank Details

Bank: Lloyds Bank

Account Name: Avalon Motor Company Limited

Sort Code: 30-98-28

Account Number: 00375590

Documentation Required From You

If you are part exchanging a vehicle, you will need to ensure you bring the following documents with you on the day of handover. Please note, a £200 retainer will be required from you if you cannot provide the V5 registration document and stated service history on the day of handover. The £200 will be refunded to you once the documents have been received by Avalon.

1. Part Exchange V5 Registration Document
2. Part Exchange MOT certificate
3. Service records & owners handbook
4. Locking wheel nut key
5. Spare Keys
6. Sat Nav SD Card (If applicable)

If You Have Chosen To Finance Your Purchase

If you have chosen to finance your vehicle purchase with our recommended finance house / bank, you will need to ensure you bring your driving licence with you on the day of handover as proof of ID. We may be unable to finalise your vehicle purchase without this, which may cause delays for the collection of your used vehicle.

Handover Appointment

Please arrive on time for your vehicle handover to avoid delays. It is important to us, to make the collection of your vehicle a great experience. As you can appreciate our sales team have many appointments each day so it is important that you arrive on time to ensure we can offer you the service levels you expect. If you cannot make the agreed date / time, please let us know and we will rearrange at a time convenient for you.

Unfortunately, we are unable to accommodate vehicle handovers during the weekends due to the high levels of activity.

Avalon Motor Company Limited

Retail vehicle sale terms and conditions

Consumer transactions – Nothing herein contained is intended to affect, nor will it affect, a consumers statutory rights under the Consumer Rights Act 01st October 2015 or the Unfair Contract Terms Act 1977 or any amendment thereof.

1) This order and any allowance in respect of a new or used motor vehicle offered by the purchaser are subject to acceptance by the seller and the payment of a **non-refundable reservation fee** of £500 by the purchaser to Avalon Motor Company Limited in order for the vehicle to be removed from sale.

2) The vehicle is supplied as roadworthy at the date of delivery and is supplied subject to any conditions or warranties that are implied by the Consumer Rights Act 2015 or any amended statute in the case of consumer sales.

3) Any accessories fitted or supplied by the seller will be entitled to the benefit of any warranty given by the manufacturers of those accessories.

4) (a) The seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay. Delivery shall be deemed effected when the goods are made available for collection by the purchaser, and the seller has so informed the purchaser (The seller shall not be obliged to fulfil orders in the sequence in which they are placed.)

(b) If the seller shall fail to deliver the goods within 28 days of the estimated date of delivery stated in this contract the purchaser may, by notice in writing to the seller, require delivery of the goods within 7 days of receipt of such notice. If the goods shall not be delivered to the purchaser within the said 7 days the contract shall be cancelled.

5) If the contract is cancelled under the provisions 4, 8 (e) and 8 (d) hereof the reservation fee shall be returned to the purchaser and the seller shall be under no further liability.

6) If the purchaser shall fail to take and pay for the goods after they have been completed for delivery, the seller shall be at liberty to treat the contract as repudiated by the purchaser and thereupon the reservation fee shall be forfeited to compensate the seller for any loss or expense which the seller may suffer or incur due to the purchaser's default.

7) The goods shall remain the property of the seller until the total purchase price has been paid in full. (We are only able to accept bank transfer for the balance of payment).

8) If the goods to be supplied by the seller are new, the following provisions shall have effect:

a) The seller undertakes that he shall ensure that the pre – delivery work specified by the Manufacturer or Concessionaire is performed and that he will use his best endeavours to obtain for the purchaser from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by him to the seller or to the purchaser in respect of the goods.

b) No allowance can be made for any part of the standard equipment supplied with the vehicle which the purchaser does not wish to take. (c) If after the date of this order and before delivery of the goods to the purchaser the Manufacturers or Concessionaires recommended price for any of the goods shall be altered, the seller shall give notice of any such alteration to the purchaser and;

c) In the event of the Manufacturers or Concessionaires recommended price for the goods being increased the amount of such increase which the seller intends to pass to the

purchaser shall be notified to the purchaser. The purchaser shall have the right to cancel the contract within 14 days of the receipt of such notice. If the purchaser does not give such notice as aforesaid the increase in price shall be added to and become part of the contract price.

d) In the event of the recommended price being reduced the amount of such reduction, if any, which the seller intends to allow to the purchaser shall be notified to the purchaser. If the amount allowed is not the same as the reduction of the recommended price the purchaser shall have the right to cancel the contract within 14 days of the receipt of such notice.

e) In the event of the Manufacturer of the goods described in the order ceasing to make goods of that type, the seller may, whether the estimated delivery date has arrived or not, by notice in writing to the purchaser, cancel the contract.

9) Where the seller agrees to allow part of the price to be discharged by the purchaser delivering a used motor vehicle to the seller (Part exchange), such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed to be delivered and accepted as a part of the sale and purchase of the goods and upon the following conditions:

i) That the purchaser has good title to such used vehicle and it is free from any third party charge or interest.

(ii) That such used vehicle is the subject of a credit sale agreement or other third party charge or interest capable of cash settlement by the seller, in which case the allowance shall be reduced by the amount required to be paid by the seller in settlement thereof.

(iii) That if the seller has examined the said used vehicle prior to his confirmation and acceptance of this order the said used vehicle shall be delivered to him in the same condition as at the date of such examination (fair wear and tear excepted).

(iv) That such used vehicle shall be delivered to the seller on or before delivery of the goods to be supplied by him hereafter, and the property in the said used vehicle shall thereupon pass the seller absolutely.

(v) That without prejudice to (iii) above such vehicle shall be delivered to the seller within 14 days of written notification to the purchaser that the vehicle to be supplied by the seller is ready for delivery.

(vi) That if the vehicle to be delivered by the seller through no default on the part of the seller shall not be delivered to the purchaser within 30 days after the date of this order or the estimated delivery date, where that is later, the allowance on the said used vehicle may at the seller's discretion be subject to reduction by an amount not exceeding 5.5% for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the purchaser of the vehicle being ordered on this form. In the event of non-fulfilment of any of the foregoing conditions, other than (v) the seller shall be discharged from any obligation to accept the said used vehicle or to make any allowance in respect thereof and the purchaser shall discharge in cash the full price of the goods to be supplied by the seller.

(vii) The allowance made in respect of the vehicle may be reduced in proportion to the purchase price to reflect the seller's valuation.

10) Any notice given hereunder must be in writing and sent by post to the residence or place of business of the person whom it is addressed and shall be deemed to have been received in due course of post.

11) Notwithstanding the provisions of this agreement the purchaser shall be at liberty before the expiry of 7 days after notification to him that the vehicle has been completed for delivery to arrange for a finance company to purchase the goods from the seller at the price payable hereunder. Upon the purchase of the goods by such finance company, the preceding clauses of this agreement shall cease to have affect, but any used vehicle for which any allowance was hereunder agreed to be made to the purchaser shall be bought by the seller at the price equal to such allowance, upon the conditions set forth in clause 9 above (save that in (iii) (iv) and (v) thereof all reference to 'delivery' in relation to ' the goods' shall be construed as meaning delivery or delivered by the seller or to the order of the finance company) and the seller shall be accountable to the finance company on behalf of the purchaser for the said price and any deposit paid by him under this agreement.

12) Any notices given hereunder must be in writing and sent by the purchaser by first class post to the sellers place of business.

13) Failure by the seller to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.

14) 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.

15) Each party acknowledges that in entering into this **contract** it does not rely on any statement, representation, or warranty other than those expressly set out in this

contract. Avalon Motor Company 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) Avalon Motor Company Limited cannot & will not guarantee any vehicle to be sold with the balance of the manufacturers warranty intact. All our vehicles are supplied with a standard 3 month Avalon Warranty regardless of the age or mileage. 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.

17) 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 this document.

18) Avalon Motor Company Limited will charge an admin fee of £99 plus VAT (£118.80) in addition to the advertised price. The admin fee is to assist the company in offering vehicles at low prices and exceptional value for money. For further detail on this please contact a member of our sales team.

18) This contract will be governed by English law.