

AVALON MOTOR CO LIMITED – TERMS AND CONDITIONS OF SALE
Version number 1001 10th November 2018

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 10th November 2018.

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 with 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 (“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@avaloncitroen.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.

Deposits

Avalon Motor Co Limited will require payment of a £500 non-refundable 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.

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.

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2.3 We will confirm in writing that we accept your Order by issuing you with an (“Order Form”). 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:

- (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.

2.5 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.

3.4 If you decide not to purchase the Vehicle and cancel the contract for any reason and where you have paid a deposit, we will retain the deposit paid by you and will re list the vehicle for sale.

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

3.6 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.

3.7 Prices for our Vehicles may change from time to time, but, other than where identified in Condition 3.4, changes will not affect any Order that you have already placed.

3.8 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

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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.

3.9 Admin Fee: Avalon Motor Company Limited will charge an admin fee of £99 plus VAT (£118.80 inc VAT) 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.

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.

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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:

(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.

5.9 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 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 £200 deposit until such documents have been received by Avalon. When we receive the documents required, we will refund the £200 deposit in full within 7 days.

6. Collection

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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-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 7 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 by giving you 5 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. 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 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 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.

We offer additional warranty or guarantee products at extra cost, please speak to your salesperson for details. Except where you purchase an additional warranty or guarantee product, If you have not chosen to purchase an extended warranty, Avalon will simply supply our standard 3 month warranty. The 3 month Avalon warranty inception date will be the day of handover. 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.

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9.2 Where you decide to cancel the Contract we will retain the deposit amount paid by you in full.

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 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.

9.5 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; and

(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.

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:

(a) commit a material breach of any of the Terms, which shall include non payment of the Price, 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 at our discretion less the deposit you have paid; or

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(b) 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@avaloncitroen.co.uk

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:

(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.

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

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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.