

DBP Consumer Vehicle Sales Terms v1.1

THE DAVID BOATWRIGHT PARTNERSHIP LIMITED

CONSUMER VEHICLE SALES TERMS AND CONDITIONS

About these Terms

These Terms and Conditions apply where a vehicle is purchased from The David Boatwright Partnership Limited by an individual acting wholly or mainly for purposes outside their trade, business, craft or profession. Our separate Business Sales Terms apply to every other purchaser. The Order records whether you are buying as a consumer or as a business, and we rely on that declaration.

The David Boatwright Partnership Limited is registered in England and Wales under company number 06408436. Our registered office is 146 New London Road, Chelmsford, Essex CM2 0AW. We trade from 1-2 Chilford Court, Rayne Road, Braintree, Essex CM7 2QS, which is our business premises for the purposes of these Terms. Our VAT number is GB931915815

Definitions

In these Terms:

“Customer”, “you” and “your” means the person purchasing the Vehicle.

“Company”, “we”, “us” and “our” means The David Boatwright Partnership Limited.

“Order” means our Vehicle Order Form identifying the Vehicle, Customer, price and any agreed accessories, modifications, part-exchange or other relevant terms, together with any information sheet or schedule attached to it.

“Contract” means the contract between you and us for the sale of the Vehicle, made up of the Order, these Terms and any document expressly incorporated into the Order.

“Vehicle” means the vehicle identified in the Order together with any accessories or other items expressly included in the Order.

“Total Price” means the total amount payable for the Vehicle as shown on the Order, including VAT and all other mandatory charges.

“Reservation Fee” means a payment made before a Contract is formed, to hold a vehicle or a build or import slot while you decide whether to proceed.

“Deposit” means a payment towards the Total Price made on or after formation of the Contract.

“Distance Contract” and “Off-Premises Contract” have the meanings given in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

“Cleared Funds” means funds received into our nominated bank account which our bank shows as cleared and available to us.

1. Quotations, orders and formation of contract

1.1 A quotation, price indication, advertisement or stock listing issued by us is an invitation to discuss a purchase. It is not a vehicle order and is not an offer which can be accepted so as to create a contract of sale, whatever words the Customer uses in reply.

1.2 Any offer by a Customer to acquire a Vehicle is subject to written acceptance by us.

1.3 Our normal sales process is for consumer vehicle sales contracts to be concluded at our business premises, after the Customer has had the opportunity to inspect the Vehicle or, where the Vehicle is yet to be built or imported, to discuss its specification with us in person.

1.4 Telephone calls, emails, WhatsApp messages, website enquiries, quotations and other communications before completion of the Order may form part of the discussions concerning a proposed purchase but do not themselves create a contract for the sale of the Vehicle.

1.5 A binding Contract is formed only when:

- (a) the Customer has attended our business premises;
- (b) the Vehicle, Total Price and other agreed material terms have been recorded on the Order;
- (c) the Customer has signed the Order in person at our business premises and confirmed acceptance of these Terms;
- (d) the Order has been signed or otherwise accepted in writing by an authorised representative of the Company; and
- (e) where a Deposit is required as a condition of acceptance, that Deposit has been received.

1.6 Exceptionally, we may agree in writing to conclude a Contract without the Customer attending our premises. In that case clause 1.5(a) and the words “in person at our business premises” in clause 1.5(c) do not apply, the Contract is formed when we confirm acceptance of the signed Order in writing, and our separate Distance and Off-Premises Sales Supplement, which we will give you with the Order, forms part of the Contract. No employee may agree to this except a director of the Company.

1.7 We may carry out reasonable identity, address, fraud prevention, sanctions, source-of-funds or other verification checks before accepting an Order.

1.8 Until an Order has been accepted in accordance with this clause, we may decline an offer to purchase a Vehicle.

1.9 Any payment accepted before a Contract has been formed is a Reservation Fee. It is held under clause 5.1, is refundable in full on request at any time before the Contract is formed, and does not by itself constitute acceptance of an Order or create a contract for sale.

1.10 Clause 1.5 (or, where a director has agreed, clause 1.6) is the only way in which a contract for the sale of a Vehicle by us to a consumer comes into existence. No contract arises by conduct, by our silence or failure to reply, by our receiving or keeping any document, payment or instrument, or by any statement by the Customer that they accept a quotation or regard a contract as made.

1.11 No terms proposed by the Customer, and no notice, declaration or other document sent to us stating that our silence, inaction or failure to respond within a stated time amounts to agreement or acceptance, has any contractual effect unless an authorised representative of the Company has expressly agreed to it in writing.

2. The vehicle and its specification

2.1 The Vehicle to be supplied is the Vehicle described in the Order.

2.2 We take reasonable care to ensure that descriptions, specifications, photographs and other information supplied concerning a Vehicle are accurate. The Customer should ensure that any particular feature, option, specification or requirement which is important to their decision to purchase is identified on the Order.

2.3 Nothing in these Terms limits the Customer's statutory rights where the Vehicle does not conform to its description or to information which forms part of the Contract by law.

2.4 Manufacturers may alter vehicle specifications from time to time. Where a manufacturer or supplier makes a change before delivery which does not materially affect the nature, quality or value of the Vehicle, we may supply the Vehicle incorporating that change.

2.5 If a manufacturer, supplier or regulatory requirement results in a material change to the specification of the Vehicle, we will inform the Customer. The Customer may accept the revised specification or, where the change is materially adverse, cancel the Order and receive a refund of sums paid.

Matters drawn to your attention

2.6 Before the Order is signed we will record on the Order, or on an information sheet attached to it, any known defects, damage, previous repairs, non-standard features and other matters concerning the Vehicle which we specifically draw to your attention. You will be asked to sign to confirm that you have read them.

2.7 You are encouraged to examine and, where available, test drive the Vehicle before signing the Order. The Order will record whether you did so.

2.8 As the law provides, the requirement that the Vehicle be of satisfactory quality does not extend to a matter specifically drawn to your attention before the Contract is made or, where you examined the Vehicle beforehand, to a defect which that examination ought to have revealed.

Imported vehicles

2.9 Many vehicles supplied by us are manufactured primarily for markets outside the United Kingdom. Where a Vehicle was not originally produced for, or supplied through, the manufacturer's normal UK distribution network, its specification may differ from an apparently equivalent UK or European-market vehicle.

2.10 The material market-specific characteristics of the Vehicle known to us will be set out in the Imported Vehicle Information Sheet (Annex A) attached to the Order, which forms part of the description of the Vehicle.

2.11 Certain manufacturer services intended for another market, including connected services, telephone applications, subscriptions, satellite navigation and radio, over-the-air updates or other online functionality, may not operate in the United Kingdom unless expressly stated otherwise in the Order.

2.12 A manufacturer's warranty issued for another market may not be honoured by the manufacturer or by its franchised dealers in the United Kingdom. Unless the Order expressly states that a manufacturer's warranty applies in the United Kingdom, you should assume that it does not. The warranty cover which does apply is identified under clause 11.

2.13 Where reasonably necessary, we may make alterations required to obtain UK vehicle approval or registration, such as changes to lighting, instrumentation and labelling. Such alterations will not materially change the agreed nature or specification of the Vehicle without the Customer's agreement.

Particular purposes and matters on which we do not advise

2.14 If you need the Vehicle for a particular purpose beyond normal private road use, please tell us in writing before you sign the Order. Examples are towing a particular trailer, caravan or weight, carrying a particular payload, fitting a particular garage or parking space, off-road or competition use, business or commercial use, use or registration outside the United Kingdom, or qualifying for a particular tax treatment. We will reply in writing, and any purpose we confirm the Vehicle is suitable for will be recorded on the Order.

2.15 The Order has a box recording any particular purpose you have made known to us. Where there is none it will say "None stated". By signing the Order you confirm that the box is correct. If you have told us of a purpose which is not recorded there, please ask us to add it before you sign.

2.16 We are vehicle dealers. We do not hold ourselves out as advisers on taxation (including benefit-in-kind, VAT recovery and capital allowances), driving licence entitlement, insurance, operator licensing or tachograph rules, or the laws of any country outside the United Kingdom. Any comment we make on these subjects is general information only. You should not rely on us for them and should take your own professional advice.

2.17 Clauses 2.14 to 2.16 describe how we work so that misunderstandings are avoided. They do not remove your statutory right to a Vehicle which is fit for a particular purpose you made known to us before the Contract, however you made it known, where you reasonably relied on our skill and judgment.

3. IVA, type approval and registration

3.1 Where the Order provides for us to obtain Individual Vehicle Approval, other applicable vehicle approval or UK registration, we will use reasonable care and skill in carrying out that process.

3.2 Approval and registration decisions are made by the relevant government or regulatory authorities and are not within our control.

3.3 Any date given for completion of approval or registration is therefore an estimate unless expressly agreed otherwise in writing.

3.4 If a Vehicle cannot lawfully be approved or registered for reasons which could not reasonably have been known or avoided by us when the Order was accepted, we may cancel the Order. Any Deposit and other sums paid towards the Total Price will then be refunded.

3.5 Registration of the Vehicle with DVLA, or of the Customer as its registered keeper, does not of itself transfer legal ownership of the Vehicle. Ownership transfers only once we have received the Total Price in full in Cleared Funds in accordance with the Contract (see clause 8).

4. Price

4.1 The Total Price is the amount shown on the Order. It includes VAT, Vehicle Excise Duty, registration fees, approval costs, delivery charges and every other charge you must pay to buy the Vehicle, each of which is identified on the Order where applicable.

4.2 Changes in VAT, Vehicle Excise Duty, first registration fees or other taxes, duties or government charges which legally apply to the Vehicle at the date of registration or supply may be reflected in the final amount payable. We will tell you of any such change as soon as reasonably possible.

4.3 Unless expressly stated on the Order, the agreed price will not otherwise be increased after the Order has been accepted.

4.4 Where the Order expressly states that the price of a Vehicle being specially sourced or ordered is subject to a specified external cost, such as a manufacturer or supplier price, exchange rate, import duty or tariff, shipping charge or other identified variable, and that cost increases before delivery, we will inform the Customer in writing, with an explanation of the increase, before passing it on.

4.5 If we notify an increase under clause 4.4, or an increase under clause 4.2 of more than 2% of the Total Price, the Customer may either accept the revised Total Price or cancel the Order within 14 days of notification and receive a refund of all sums paid. If we receive no reply within that period we may send a reminder and, if there is still no reply within a further 7 days, we may cancel the Order and refund all sums paid. We will not treat silence as acceptance of a higher price.

4.6 Any accessory, alteration or additional work requested by the Customer after the Order has been accepted is supplied under a separate contract in accordance with clause 12.5 and is priced separately. It does not change the Total Price or become part of this Contract unless we both sign an amended Order which says so.

5. Reservation fees and deposits

5.1 A Reservation Fee is refundable in full on request at any time before a Contract is formed. If a Contract is formed, it is credited against the Total Price as a Deposit.

5.2 Any Deposit shown on the Order forms part of the Total Price and will be credited against the amount payable for the Vehicle.

5.3 Once a Contract has been formed, the Customer does not have a general right to cancel merely because they have changed their mind. Any statutory right to cancel a Distance Contract or Off-Premises Contract is set out in the separate Supplement referred to in clause 1.6.

5.4 If the Customer cancels without a contractual or statutory right to do so, or otherwise fails to complete the purchase in breach of the Contract, we may recover the reasonable losses and costs directly resulting from that cancellation or breach.

5.5 We will take reasonable steps to reduce any such loss, including by trying to resell the Vehicle. We may deduct the resulting reasonable loss from the Deposit or other sums paid and will refund any balance to the Customer, with a written breakdown of the deduction.

5.6 If our reasonable loss exceeds the amount already paid, the Customer may be responsible for the balance.

5.7 We will not retain more of a Deposit than is reasonably necessary to compensate us for loss arising from the Customer's cancellation or breach.

5.8 Where the Vehicle has been built, sourced or imported specifically to the Customer's Order, reasonable losses may include manufacturer or supplier cancellation charges, shipping, import duty, approval and registration costs already incurred or committed, storage costs until resale, the cost to us of having our money tied up in the Vehicle (calculated under clause 5.8A), reasonable re-marketing costs and any shortfall between the Total Price and the price achieved on a resale at a reasonable market price.

5.8A Money we have paid out for a Vehicle which you do not complete on is money we cannot use in our normal trading. We may include in our loss either the interest and charges we actually pay to a lender to fund the Vehicle or, where we have funded it ourselves, simple interest at 4% above Bank of England Base Rate a year on the amount we have paid out for it, less any sums you have paid. This runs from the date you should have completed until the Vehicle is resold, up to a maximum of 6 months. We will not claim both and will not recover the same loss twice under any other heading.

5.9 Where the Order includes individually commissioned accessories, modifications or other work, reasonable losses may include work already carried out, non-returnable goods ordered specifically for the Customer and any resulting reduction in the value or resaleability of the Vehicle.

6. Payment, collection and failure to complete

6.1 Unless we expressly agree otherwise in writing, the balance of the Total Price must be paid by bank transfer in pounds sterling to the bank account specified by us.

6.2 Our bank details are printed on the Order. We will never notify a change of bank details by email, text or messaging service. If you receive any message appearing to change them, do not pay and telephone us on 01376 552399. We are not responsible for payments made to an account which is not ours.

6.3 The Vehicle must be paid for in full in Cleared Funds before it is released to the Customer.

6.4 No other payment method or instrument is accepted in satisfaction of any part of the Total Price unless we have expressly agreed to it in writing beforehand. In particular, and without limitation, the following are not payment and do not discharge any sum due: a cheque, bill of exchange, promissory note, money order, unconditional order to pay, negotiable or purportedly negotiable instrument of any kind, letter of credit, bond, cryptocurrency, set-off against any claimed debt, or payment from a third party we have not verified. Our receipt or retention of any such document is not acceptance of it. We may return or securely destroy it and are not obliged to present it, respond to it or give reasons.

6.5 Where the purchase is funded by an approved finance provider, payment of the relevant amount to us in Cleared Funds by that finance provider will constitute payment of that amount.

6.6 Unless otherwise stated on the Order or clause 6.6A applies, payment must be made and the Vehicle collected within 14 days after we notify the Customer that the Vehicle is ready for collection.

6.6A Where the Order states that the Vehicle is being imported or built to your order, the balance of the Total Price is due within 7 days after we notify you in writing that the Vehicle has

passed Individual Vehicle Approval (or other applicable approval) and that the application for its first registration has been submitted to DVLA. We will send a copy of the approval certificate with that notice. On receipt of the balance in Cleared Funds, ownership of the Vehicle passes to you under clause 8.1, although the Vehicle remains at our risk until it is handed over under clause 8.6. We will make the Vehicle available for collection as soon as reasonably possible after DVLA issues the registration number. If registration is refused, clause 3.4 applies and all sums paid will be refunded. This clause does not apply to any part of the Total Price being paid by a finance provider, which is payable in accordance with that provider's requirements.

6.7 If the Customer fails to pay or collect the Vehicle within the period in clause 6.6 or 6.6A, we may give the Customer written notice requiring completion within a further 7 days. If the Customer still fails to complete, we may treat the failure as a breach of contract, cancel the Order and recover our reasonable resulting losses under clause 5.

6.8 From the end of the notice period in clause 6.7 we may charge storage at the daily rate stated on the Order, which reflects our reasonable costs of storage and insurance. The notice under clause 6.7 will remind the Customer of the rate.

6.9 If we cancel under clause 6.7 we may resell the Vehicle. We will account to the Customer for sums paid, less our reasonable losses calculated under clause 5.

7. Delivery and collection

7.1 Unless otherwise agreed in writing, the Vehicle will be made available for collection at our business premises.

7.2 Any delivery or collection date stated on the Order is an estimate unless the Order expressly states that the date has been agreed as essential.

7.3 We will inform the Customer of any material delay of which we become aware and provide a revised estimated date where reasonably possible.

7.4 We will not be responsible for a delay to the extent that it is caused by circumstances outside our reasonable control (see clause 15.5), including delay by a manufacturer, shipping company, port, customs authority, DVSA, DVLA or other regulatory authority, provided that we take reasonable steps to minimise the effect of the delay.

7.5 If the Vehicle has not been made available within three calendar months after the estimated delivery date, other than because of an act or omission of the Customer or a later date agreed with the Customer, either party may give written notice cancelling the Order. Any Deposit or other purchase monies paid by the Customer will then be refunded.

7.6 Nothing in this clause affects any statutory right the Customer may have where a Vehicle is not delivered within an agreed or reasonable time.

7.7 Following conclusion of the Contract at our premises, we may separately agree to deliver the Vehicle to another address. Such an arrangement does not alter the manner in which the Contract was concluded. Any delivery charge will be shown on the Order.

Collection by someone else

7.8 If you wish another person to collect or take delivery of the Vehicle for you, you must give us that person's name in writing beforehand. We may require photographic identification from

them and may refuse to release the Vehicle to anyone we cannot reasonably identify as your nominee.

7.9 Handing the Vehicle to your named nominee counts as delivery to you. Your nominee may sign the handover record on your behalf.

7.10 If you arrange your own transport company or driver to collect the Vehicle, and they are not a carrier we named as an option, the Vehicle is at your risk from the time it is handed to them. You should check that they hold suitable insurance.

7.11 At handover you or your nominee will be asked to inspect the Vehicle and sign a handover record noting its condition, mileage, keys and documents. Signing does not affect your statutory rights regarding faults not apparent at handover.

8. Ownership and risk

8.1 Legal and beneficial ownership of the Vehicle will remain with the Company until the Total Price has been received by us in full in Cleared Funds.

8.2 Where a finance company purchases the Vehicle, ownership will pass to the finance company in accordance with the relevant finance arrangements once we have received the amount due to us in Cleared Funds.

8.3 Registration of a Vehicle with DVLA, the issue of a V5C registration certificate or the identification of a Customer as registered keeper does not by itself constitute evidence that ownership has passed.

8.4 If, for any reason, the Vehicle is in your possession before ownership has passed, then until it passes you must:

- (a) not sell, transfer, hire out, export or use the Vehicle as security for any borrowing;
- (b) keep the Vehicle in good condition and comprehensively insured for its full value; and
- (c) tell anyone who claims an interest in the Vehicle that it belongs to us.

8.5 If payment is reversed, recalled or otherwise fails after release of the Vehicle, or you breach clause 8.4, we may, after giving you reasonable notice where practicable, recover the Vehicle. You agree to make it available to us for that purpose and we may recover our reasonable costs of doing so.

8.6 Risk of loss of or damage to the Vehicle remains with us until the Vehicle comes into the physical possession of the Customer or a person identified by the Customer to take possession of it, subject to clause 7.10.

8.7 The Customer is responsible for arranging appropriate insurance from the time risk passes to them.

9. Part-exchange vehicles

9.1 Where we agree to accept another vehicle in part-exchange, the agreed allowance will be shown on the Order.

9.2 The allowance is based upon the information supplied by the Customer and the condition, mileage and specification of the part-exchange vehicle when inspected or valued.

9.3 Unless disclosed to and accepted by us in writing, the Customer confirms that:

- (a) they are the legal owner of the part-exchange vehicle and entitled to sell it;
- (b) it is free from finance, security interests and other encumbrances;
- (c) its recorded mileage and mileage history have been accurately disclosed;
- (d) any material accident damage, insurance write-off history or material mechanical defect known to the Customer has been disclosed;
- (e) it has not been used as a taxi, private hire, driving school or emergency service vehicle;
- (f) information supplied to us about the vehicle is accurate to the best of the Customer's knowledge; and
- (g) they have told us of any other fact known to them which could materially affect the value of the part-exchange vehicle. Examples are that it is an import, has had an engine, gearbox or odometer replaced, has been modified or remapped, has suffered flood, fire or structural damage, has been stolen and recovered, has been the subject of an insurance claim or has an outstanding safety recall.

9.4 The part-exchange vehicle must be delivered to us in substantially the same condition as when valued, allowing for reasonable use and fair wear and tear, with the equipment and accessories it had when valued.

9.5 If its condition, mileage or other material circumstances have changed, or information supplied to us proves materially inaccurate, we may reasonably revise the part-exchange allowance to reflect that difference and will explain the revision. If you do not accept the revised allowance you may withdraw the part-exchange vehicle and pay the difference in Cleared Funds. If the reduction exceeds 10% of the original allowance and did not result from inaccurate information supplied by you, you may instead cancel the Order and receive a refund of sums paid.

9.6 Where outstanding finance has been disclosed, we may agree to settle it from the part-exchange allowance. The Customer remains responsible for any shortfall. If finance or another third-party interest which was not disclosed is later discovered, the Customer must pay us on demand the amount needed to clear it.

9.7 The Customer must provide the V5C, all available keys, service records and relevant documentation for the part-exchange vehicle when requested.

9.8 The allowance assumes the part-exchange vehicle is handed over on its current registration number. If you wish to keep a personalised registration you must tell us before the Order is signed and complete the DVLA retention before handover.

9.9 Ownership and risk in the part-exchange vehicle pass to us when it is delivered to and accepted by us, subject to settlement of any disclosed finance arrangements.

9.10 If a Contract is subsequently cancelled or the Customer becomes entitled to a full refund under their statutory rights after the part-exchange vehicle has been transferred to us, we may return the part-exchange vehicle if it remains available in substantially the condition in which we received it. If it is no longer reasonably available, the agreed net part-exchange allowance will be treated as part of the amount to be refunded.

10. Finance

10.1 Where we introduce or arrange finance, any finance agreement is a separate agreement between the Customer and the relevant finance provider and is subject to the provider's own terms and approval requirements.

10.2 Unless the Order expressly states that the purchase is conditional upon obtaining finance, refusal of a finance application or a decision by the Customer not to proceed with proposed finance does not automatically cancel an accepted Order.

10.3 Where the finance provider becomes the legal purchaser of the Vehicle, we may transfer title directly to that finance provider and the Customer's rights to possession and ownership will be governed additionally by the finance agreement.

10.4 Any statutory rights relating to a regulated credit agreement are unaffected by these Terms.

10.5 We are authorised and regulated by the Financial Conduct Authority for consumer credit activities (FRN 657576). We act as a credit broker and not a lender. For general insurance distribution we are an Appointed Representative of Automotive Compliance Ltd (FRN 497010). Our regulatory status, the nature of any commission or other payment we may receive from a lender and your right to ask for details of it will be disclosed to you separately before you enter into a finance agreement.

11. Statutory rights, warranties and faults

11.1 We are under a legal obligation to supply a Vehicle which conforms to the Contract.

11.2 In particular, the Consumer Rights Act 2015 provides consumers with statutory rights concerning goods including requirements relating to satisfactory quality, fitness for a particular purpose made known to the seller and conformity with description.

11.3 Those statutory rights may include rights to reject goods, repair or replacement, price reduction or final rejection in circumstances specified by law.

11.4 Nothing in these Terms excludes, restricts or replaces those statutory rights. Clauses 11.9 to 11.15 describe how we will handle a fault and what the law itself provides; they do not reduce your rights.

11.5 Any manufacturer's warranty, insurance-backed warranty, mechanical breakdown warranty or other commercial guarantee supplied with the Vehicle is additional to the Customer's statutory rights.

11.6 The applicable warranty or guarantee, its provider and its principal duration will be identified in the Order or accompanying warranty documentation, which we will supply at handover or within three working days.

11.7 Warranty protection does not affect the Customer's statutory rights against us as the selling dealer.

11.8 The condition which a consumer is reasonably entitled to expect from a used Vehicle will take account of matters including its age, mileage, price, description and other relevant circumstances.

If something goes wrong

11.9 If you believe the Vehicle has a fault, please tell us as soon as reasonably possible, in writing where you can, describing the problem. If continued use could make the fault worse or be unsafe, you should stop using the Vehicle.

11.10 Please give us a reasonable opportunity to inspect the Vehicle and, where repair is the appropriate remedy, to carry it out. Many of our Vehicles require specialist knowledge, tooling and parts which may need to be sourced from overseas; we will keep you informed of expected timescales.

11.11 Except in a genuine emergency, or where we have failed to act within a reasonable time, please do not have repairs carried out by a third party without first giving us the chance to inspect. Unauthorised dismantling or repair can make it impossible to establish whether a fault was present at delivery, and we may not be able to reimburse costs which we had no opportunity to assess.

11.12 The Vehicle was collected from our premises unless the Order says otherwise. If you exercise a right to reject, you should return the Vehicle to our premises. As the law provides, we bear the reasonable costs of return except the cost of you returning the Vehicle in person to the place where you took possession of it.

11.13 Where you exercise the final right to reject, the law permits us to make a deduction from the refund to reflect the use you have had of the Vehicle. For motor vehicles this applies even within the first six months. Any deduction will be reasonable and explained to you, taking account of mileage covered and time in your possession.

11.14 Any refund due under your statutory rights will be made without undue delay and in any event within 14 days of our agreeing that you are entitled to it, using the same payment method unless you agree otherwise.

11.15 The following are not, of themselves, faults for which we are responsible: fair wear and tear; consumable items reaching the end of their normal life; damage arising after delivery from accident, misuse, neglect, overloading, towing beyond rated limits, competition or off-road use beyond the Vehicle's design; failure to service the Vehicle in accordance with the manufacturer's schedule; and any modification, remapping or repair not carried out or approved by us. This does not affect your rights where the underlying cause was a fault present at delivery.

12. Accessories, modifications and additional work

12.1 Any accessories, modifications or additional work included in the purchase must be identified on the Order or subsequently agreed by us in writing.

12.2 Where the Customer requests a change after the Order has been accepted, the change is not binding upon us until we have agreed it in writing, including its price and any effect on the delivery date, and it will be dealt with under clause 12.5.

12.3 We will perform services which form part of the Contract with reasonable care and skill.

12.4 Modifications may affect vehicle approval, insurance, manufacturer or third-party warranty cover, payload or towing capacity. We will tell you of any such effect known to us before you commit to the work. You are responsible for notifying your insurer of modifications.

Items requested after the Order

12.5 Where, after the Order has been accepted, you ask us to supply or fit an accessory or carry out an alteration or other work, and we agree, that supply is a separate contract between us. It will be recorded on a separate Additional Work Order showing the item or work and its price. It is not part of the Contract for the sale of the Vehicle, whether the work is done before or after you collect the Vehicle.

12.6 You have full statutory rights under the separate contract. If the item or work is faulty you may be entitled to repair, replacement, a price reduction or a refund of the price paid for that item or work, and to compensation for any damage it causes to the Vehicle. A fault in an item or work supplied under a separate contract does not, of itself, give a right to reject the Vehicle or to cancel the Contract for its sale.

12.7 Where an accessory was included in the Order and only that accessory is faulty, the law provides that a consumer may reject the goods which do not conform but may not reject goods which do conform, unless they form a single commercial unit which cannot be divided without materially impairing its value or character. An accessory which can be removed without such harm is therefore dealt with separately from the Vehicle.

12.8 Nothing in this clause affects statutory rights relating to goods or services supplied as part of the purchase or under any separate contract.

13. Customer cancellation rights

13.1 A consumer who enters into a vehicle sales contract at our business premises does not have a statutory 14-day cooling-off right merely because they change their mind.

13.2 Where, exceptionally, a Contract is concluded as a Distance Contract or an Off-Premises Contract, the Customer has the statutory right to cancel described in the separate Supplement referred to in clause 1.6.

13.3 Nothing in these Terms removes any statutory cancellation right. Whether a Contract is a Distance Contract or Off-Premises Contract depends on how it was in fact concluded.

13.4 The Customer also has rights to cancel under other provisions of these Terms, including where there is a qualifying price increase (clause 4.5), a materially adverse specification change (clause 2.5), a significant part-exchange revision (clause 9.5) or a prolonged delivery delay (clause 7.5).

14. Cancellation by us

14.1 Once a Contract has been formed, we will not cancel it without a proper reason.

14.2 We may cancel before delivery where:

- (a) the manufacturer or supplier ceases production or refuses or becomes unable to supply the Vehicle;
- (b) the Vehicle cannot lawfully be imported, approved, registered or supplied for reasons outside our reasonable control;
- (c) the Customer fails to provide information reasonably required to complete identity, anti-fraud, sanctions or other lawful verification requirements;

(d) we reasonably believe that completing the transaction would cause us to breach a legal or regulatory obligation;

(e) we reasonably believe the Customer is buying as an intermediary or for resale in breach of clause 16 (and see clause 16.4 for the effect on which terms apply);

(f) the Customer commits a material breach of the Contract and, where that breach can reasonably be remedied, fails to remedy it after being given a reasonable opportunity to do so; or

(g) the Customer fails to pay the Total Price when required, after notice under clause 6.7.

14.3 Where we cancel under clauses 14.2(a), (b) or (d), or otherwise for a reason which is not the Customer's fault, all sums paid towards the Total Price will be refunded.

14.4 Where cancellation results from the Customer's material breach, the provisions of clause 5 concerning reasonable loss will apply.

15. Liability and events outside our control

15.1 We are responsible for losses which are a foreseeable consequence of our breach of the Contract or our failure to use reasonable care and skill. Loss is foreseeable if it is obvious that it will happen or if, when the Contract was made, both we and you knew it might happen.

15.2 We are not responsible for loss which was not caused by our breach, or which you could have avoided by taking reasonable steps.

15.3 Because these Terms apply to consumer purchases, we are not responsible for losses relating to a trade or business, such as loss of business profit, revenue or commercial opportunity.

15.4 Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or the Customer's rights under the Consumer Rights Act 2015.

15.5 We are not in breach of the Contract, and not liable, for delay or failure to perform caused by an event outside our reasonable control, such as manufacturer or supplier delay or recall, shipping or port disruption, customs or regulatory action, industrial action, extreme weather, fire, flood, pandemic, war, sanctions or failure of public networks. We will tell you as soon as reasonably possible and take reasonable steps to limit the effect. Your right to cancel for prolonged delay under clause 7.5 is unaffected.

16. Personal purchase and resale

16.1 You confirm that you are buying the Vehicle for your own use and not as an intermediary, agent or for immediate commercial resale or export.

16.2 Before delivery we may decline to change the Customer named on the Order or to register the Vehicle to anyone other than the Customer or their finance provider.

16.3 If we cancel under clause 14.2(e) we will refund sums paid, less any reasonable loss under clause 5 where you gave us inaccurate information about the purpose of the purchase.

16.4 These Terms are written for consumers. If you are in fact buying the Vehicle wholly or mainly for the purposes of a trade, business, craft or profession, including buying it to resell,

you are not a consumer in law. In that case the consumer statutory rights described in these Terms do not apply to you, and our Business Sales Terms, which are published on our website and available on request, apply to the Contract in place of these Terms from the outset. By signing the Order as a consumer you confirm that you have had the opportunity to read the Business Sales Terms and agree that they will apply in those circumstances. Whether a person is a consumer is a question of fact and law, and it is for us to show that you are not.

17. Communications and changes to the Contract

17.1 References to something being “in writing” include email. They include documents signed electronically, except that the Order itself is signed in person under clause 1.5 unless a director has agreed otherwise under clause 1.6.

17.2 Any agreed change to the Vehicle, price or other material term after the Order has been accepted should be recorded in writing.

17.3 No employee or representative may vary an accepted Order unless authorised to do so on behalf of the Company.

17.4 The Order, these Terms and any other document expressly incorporated into the Order record the agreed terms of the purchase. If anything you have been told, and are relying on, is not recorded there, please ask us to add it before you sign.

17.5 Nothing in clause 17.4 excludes or restricts the legal effect of any statement, description or other information which the law provides forms part of the Contract.

17.6 A delay by either party in enforcing a right under the Contract does not mean that the right has been waived.

17.7 You must tell us promptly if your address, email or telephone number changes before delivery. Notices we send to the last details you gave us will be treated as properly sent.

17.8 Only a director or a person authorised in writing by a director may sign or accept an Order on behalf of the Company. Our silence or failure to reply to any communication is never acceptance, agreement or admission.

18. Personal data

18.1 We will process personal information in accordance with applicable data protection law and our Privacy Policy.

18.2 Information may be used where reasonably necessary to process the purchase, arrange registration, carry out identity or fraud checks, obtain finance where requested, provide warranty or after-sales services, notify safety recalls and comply with legal or regulatory obligations.

19. Complaints

19.1 If the Customer has a complaint concerning the Vehicle or its sale, they should contact:

The David Boatwright Partnership Limited, 1 Chilford Court, Rayne Road, Braintree, Essex CM7 2QS

Telephone: 01376 552399

Email: sales@boatwright.co.uk

19.2 We will acknowledge a complaint within 5 working days, investigate it fairly and aim to give our final response within 8 weeks. Our final response will be in writing.

19.3 Complaints concerning regulated finance or insurance activities may be subject to a separate complaints procedure and rights of referral to the Financial Ombudsman Service. Details will be provided where applicable.

19.4 Where a dispute remains unresolved we will tell you in our final response whether there is an alternative dispute resolution provider we are prepared to use, and give you any other information required by law.

20. General

20.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply.

20.2 No person who is not a party to the Contract has a right under the Contracts (Rights of Third Parties) Act 1999 to enforce it, except where the law provides otherwise.

20.3 We may transfer our rights and obligations under the Contract to another organisation, for example on a sale of our business. We will tell you in writing if this happens and will ensure the transfer does not affect your rights. You may transfer your rights only with our written consent, which we will not unreasonably withhold.

20.4 The Contract, and any dispute or claim arising out of or in connection with it, is governed by the law of England and Wales.

20.5 The Contract is made, and the Vehicle is supplied, at our business premises in Essex. The courts of England and Wales have jurisdiction over any dispute. If you live in Scotland or Northern Ireland, the law also allows you to bring proceedings in the courts where you live, and may require us to bring any proceedings against you there.

IMPORTANT – STATUTORY RIGHTS

Nothing in these Terms and Conditions affects your statutory rights as a consumer. For free, independent advice contact Citizens Advice (England and Wales), Advice Direct Scotland or Consumerline (Northern Ireland).

Annex A – Imported Vehicle Information Sheet

This sheet is completed for each Vehicle, attached to the Order and signed by the Customer before the Order is signed. Delete or mark “not applicable” any item that does not apply, and add Vehicle-specific detail. It forms part of the description of the Vehicle.

Item	What we are telling you	Applies / detail
Market of origin	The Vehicle was built for the [USA / Canada / other] market and was not supplied through the manufacturer's UK network.	
Steering position	The Vehicle is left-hand drive.	

Instruments	Speedometer and odometer read in [mph / km/h / both]; odometer unit is [miles / km].
UK approval	The Vehicle has been or will be approved under [IVA / other] as class [M1 / M2 / N1 / N2]. Alterations made for approval: [lighting, speedometer, labels, other].
Size and weight	Overall length, width, height and gross vehicle weight are []. These may affect parking, garages, width and weight restrictions, tolls, ferry fares and clean-air or low- emission zone charges.
Driving licence	You should check that your licence category covers the Vehicle's gross weight and any trailer you intend to tow.
Tax and use classification	The Vehicle will be registered with taxation class [] and body type []. We do not give tax advice; benefit-in-kind, VAT recovery and capital allowance treatment depend on your circumstances.
Fuel and emissions figures	Any consumption or emissions figures come from the market of origin and are not UK or WLTP figures unless stated.
Manufacturer warranty	The manufacturer's warranty [does not apply in the UK / applies as follows]. Cover provided with this sale: [].
Recalls and updates	Safety recalls and software updates are issued for the market of origin. We will tell you of recalls we become aware of; rectification may not be available through UK franchised dealers.
Connected services	Manufacturer apps, connected services, navigation, satellite and some radio functions may not work in the UK.
Parts and servicing	Some parts are sourced from overseas and lead times can be longer than for UK-market vehicles. Servicing should follow the manufacturer's schedule using correct- specification fluids and parts.
Insurance	Not every insurer covers imported or modified vehicles. You should obtain quotations before ordering and declare the Vehicle as an import with any modifications.
Known defects and matters drawn to your attention	[List every known defect, damage, repair, paint, mileage or history point.]

Customer declaration: I have read this sheet before signing the Order.

Signed / date.

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