

Redding and Redding Limited
Trading as Buckingham Motor Company and
Bicester Motor company referred to as BMC
Terms & Conditions

1. INTERPRETATION

1.1 Definitions:

Business: an entity that purchases Vehicles for business use.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.3.

Consumer: a person who purchases a Vehicle and/or services for personal use.

Contract: the contract between the Dealer and the Customer for the sale and purchase of the Vehicle in accordance with these Conditions.

Customer: the person or firm who purchases a Vehicle and/or services from the Dealer.

Delivery: this encompasses collection from the Dealer's site or, if agreed, delivery to the customer's address.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: all vehicles, as defined, or other items and services provided by the Dealer.

Order: The Customer's order for the Vehicle, as set out in the Customer's purchase order form.

Vehicle: this means all cars, vans, minibuses, caravans, trailers, lorries, motorbikes, anything motor driven, and their components and accessories.

Dealer: **Redding and Redding Limited t/a BMC**, HO Ford Street, Buckingham MK18 1AQ (registered in England and Wales with company number 3105866).

1.2 Interpretation

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall

not limit the sense of the words, description, definition, phrase or term preceding those terms.

- (e) A reference to **writing** or **written** includes fax and email.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Vehicle in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Dealer issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any descriptive matter or advertising produced by the Dealer and any descriptions contained in the Dealer's catalogues or brochures or website are produced for the sole purpose of giving an approximate idea of the Vehicle referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Vehicle given by the Dealer shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. VEHICLE

- 3.1 The Vehicle is described in the Dealer's catalogue or website as the Specification.
- 3.2 The Dealer reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.3 In the case of new vehicles, if the Dealer is unable to supply the vehicle due to the manufacturer ceasing to accept orders for that model, then the Dealer can cancel the contract and return the deposit to the Customer, or supply an alternative vehicle at the current price for the alternative vehicle, as agreed with the Customer.
- 3.4 If the Dealer is unable to supply any accessory (whether factory fitted or otherwise) ordered by the Customer as part of the specification, the Dealer will contact the Customer and offer to substitute a reasonably equivalent accessory or to remove the

accessory from the specification, in which case the Dealer will adjust the price accordingly.

4. DELIVERY

4.1 The Dealer shall ensure that:

- (a) The delivery of the Vehicle is accompanied by a sales invoice/delivery note that shows the date of the Order, the contract number, the type of the Vehicle (including the registration number and current mileage of the Vehicle, where applicable); and

4.2 The Customer shall collect the Vehicle from the Dealer's premises or such other location as may be advised by the Dealer prior to delivery (**Delivery Location**) within seven Business Days of the Dealer notifying the Customer that the Vehicle is ready.

4.3 Delivery is completed at the point of collecting the Vehicle at the Delivery Location.

4.4 If the customer requests delivery to their agreed address consideration to the request will be given, any delivery cost is non-refundable and it is the Customer's responsibility, and cost, to return the vehicle.

4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Dealer shall not be liable for any delay in delivery of the Vehicle that is caused by a Force Majeure Event or the Customer's failure to provide the Dealer with adequate delivery instructions or any other instructions that are relevant to the supply of the Vehicle.

4.6 The Dealer cannot be held responsible for any delays caused by the manufacturer/supplier of the Goods.

4.7 If the Dealer fails to deliver the Vehicle, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining a replacement Vehicle of similar description and quality in the cheapest market available, less the price of the Vehicle. The Dealer shall have no liability for any failure to deliver the Vehicle to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Dealer with adequate delivery instructions or any other instructions that are relevant to the supply of the Vehicle.

4.8 If the Customer fails to take delivery of the Vehicle within seven Business Days of the Dealer notifying the Customer that the Vehicle is ready, then, except where such failure or delay is caused by a Force Majeure Event or the Dealer's failure to comply with its obligations under the Contract:

- (a) the Dealer shall store the Vehicle until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- (b) The Dealer shall be able to make a deduction from the non-refundable deposit paid for the expenses incurred.

4.9 If 14 Business Days after the day on which the Dealer notified the Customer that the Vehicle were ready for delivery, the Customer has not accepted actual delivery of the Vehicle, the Dealer may resell or otherwise dispose of the Vehicle.

5. QUALITY

5.1 The Dealer warrants that on the date of delivery, the Vehicle shall:

- (a) conform in all material respects with the Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and the Consumer Rights Act 2015); and
- (d) be fit for any purpose held out by the Dealer.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Dealer during the warranty period within a reasonable time of discovery that some or all of the Vehicle does not comply with the warranty set out in clause 5.1;
- (b) the Dealer is given a reasonable opportunity of examining such Vehicle; and
- (c) the Customer (if asked to do so by the Dealer) returns such Vehicle to the Dealer place of business at the Customer's cost,

the Dealer shall, at its option, repair or replace the defective Vehicle, or refund the price of the defective Vehicle in full.

5.3 The Dealer shall not be liable for the Vehicle's failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Vehicle after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Dealer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Vehicle or (if there are none) good practice regarding the same;
- (c) the Customer alters or repairs such Vehicle without the written consent of the Dealer;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Vehicle differs from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 This does not affect the customer's statutory rights.

6. WARRANTY

6.1 The dealer will transfer to the Customer the benefit of any warranty or guarantee given by the vehicle manufacturer.

6.2 The dealer will comply with the terms of any express guarantee provided on the vehicle order form.

7. TITLE AND RISK

7.1 The risk in the Vehicle shall pass to the Customer on completion of delivery.

7.2 Title to the Vehicle shall not pass to the Customer, or their Finance Company, until the Dealer receives payment in full (in cash or cleared funds) for the Vehicle.

7.3 Where the Customer is using a Finance Company, the Dealer may deal directly with them, and they may act on the Customer's behalf.

7.4 Until title to the Vehicle has passed to the Customer, or the Finance Company, the Customer shall:

- (a) maintain the Vehicle in satisfactory condition and keep it insured against all risks for their full price from the date of delivery;
- (b) notify the Dealer immediately if it becomes subject to any of the events listed in clause 11.1(a) to clause 11.1(d); and

8. PRICE AND PAYMENT

8.1 The price of the Vehicle shall be the price set out in the Order.

8.2 The Dealer may, by giving notice to the Customer at any time before delivery, increase the price of the Vehicle to reflect any increase in the cost of the Vehicle that is due to:

- (a) any factor beyond the Dealer's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Vehicle ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Dealer adequate or accurate information or instructions.

8.3 The price of the Vehicle:

- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Dealer at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of transport of the Vehicle, which shall be invoiced to the Customer

8.4 The Customer shall pay each invoice submitted by the Dealer:

- (a) Before the Vehicle is taken from the Dealer's premises; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Dealer, and
- (c) time for payment shall be of the essence of the Contract.

9. FINANCE

9.1 Where the Customer has indicated that they are buying the vehicle in whole or in part by means of a hire purchase, lease or conditional purchase agreement, or other financing arrangement, then:

- (a) The Customer agrees to remain bound by the contract as if they are purchasing and paying for the vehicle in full, regardless of the invoice for the vehicle and any other documents being addressed to a finance provider.
- (b) This if the Dealer suffered any loss, including loss of profit, as a result of the Customer not entering into the agreement to fund the purchase of the vehicle with a third party, or the customer providing any false or misleading information to that third party, directly or via the Dealer, then the Customer will be liable to pay the dealer in respect of such loss. The Dealer can deduct the actual amount of loss incurred from the deposit paid by the Customer.
- (c) The Dealer consents to the vehicle being sold on these terms to a third party nominated by the Customer for the purpose only of providing the funding of the purchase to the Customer. The Customer agrees to pay the dealer any costs, claims, loss or damage payable by the Dealer to that third party, including any finance company, which results from the sale of the vehicle to that third party and which would not have been payable had the vehicle been sold directly to the Customer.

10. LIMITATION OF LIABILITY

10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by the Sale of Vehicle Act 1979 or the Consumer Rights Act 2015; or
- (d) defective products under the Consumer Protection Act 1987.

10.3 Subject to clause 10.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

10.4 This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, the Dealer may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

11.2 Without limiting its other rights or remedies, the Dealer may suspend provision of the Vehicle under the Contract or any other contract between the Customer and the Dealer if the Customer becomes subject to any of the events listed in clause 11.1(a) to clause 11.1(d), or the Dealer reasonably believes that the Customer is about to

become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 11.3 Without limiting its other rights or remedies, the Dealer may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Dealer all of the Dealer's outstanding unpaid invoices and interest.
- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two months, the party not affected may terminate this Contract by giving 7 days' written notice to the affected party.

13. GENERAL

13.1 Assignment and other dealings.

- (a) The Dealer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Dealer.

13.2 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 13.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 13.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.6 **Notices.**
 - (a) Any formal notices to the Dealer should be sent to its registered office marked for the attention of the Company Secretary or Director.
 - (b) If the Dealer needs to give the Customer formal notice, this will be by email or by post to the address in the Vehicle Order Form or that the Dealer otherwise holds for you.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.7 **Third party rights.**
 - (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 13.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

- 13.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
- 13.10 **Repairs and Rejections:** It is the Customer's responsibility to return the Vehicle to the Dealer, at their own cost, in the event that a repair or rejection is required.
- 13.11 **Authority to contract:** goods supplied by the order of any person in the customer's employment or by any person reasonably believed by the Dealer to be the customer's agent or by any person to whom the dealer is entitled to make delivery of the vehicle shall be paid for by the customer.
- 13.12 **Authority to uplift:** the Dealer does not take responsibility for someone else taking delivery of the vehicle on the customer's behalf.
- 13.13 **Authority to drive:** in connection with the supply of a vehicle or an inspection or testing all the preparation of any estimate the dealer shall be entitled to drive the vehicle on the road. These provisions shall apply also to any vehicle offered by the customer part exchange in terms of clause 15.

14. DISTANCE SELLING

- 14.1 The Dealer relies on our Distance Selling terms in the event that the sale of a vehicle is caught under the legislation that governs off premises sales.
- 14.2 If the Customer buy as a consumer and the Consumer Contracts Regulations 2013 apply, the Customer will have the right to cancel this contract within 14 days subject to the below.
- 14.3 The cancellation period will expire after 14 days from the day on which the Customer, or a third party on your behalf, collect or take delivery of your vehicle.
- 14.4 To exercise the right to cancel, the Customer must inform us of your decision to cancel this contract by a clear statement sent by post or email to our address. If required, the Customer can request a template cancellation notice from us, but it is not obligatory to use this specific template.
- 14.5 To meet the cancellation deadline, it is sufficient for the Customer to send a clear statement or form confirming they wish to exercise the right to cancel before the cancellation period has expired.
- 14.6 **Effects of cancellation**
- 14.7 If the customer cancels this contract, the Dealer will reimburse to the Customer payments received from the Customer, including the cost of delivering the goods to the Customer (except for the supplementary costs arising if the Customer chose

delivery over collection or a type of delivery other than the least expensive type of standard delivery offered by us). This reimbursement is subject to the following conditions:

- We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. Anything over and above a standard test drive will be considered unnecessary handling and will lead to a deduction of £1 for each mile driven over 20 miles. In addition, we will also be entitled to make a deduction for any damage or excess wear.
- The Dealer will make the reimbursement without undue delay, and not later than 14 days after the day the vehicle and all documents which were supplied including, but not limited to, service histories and the V5 documentation are received from the Customer. The Dealer reserves the right to register the vehicle with the DVLA only on expiry of your 14 day cancellation period.
- The Dealer will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer have expressly agreed otherwise. In any event, the Customer will not incur any fees as a result of the reimbursement. This may include handing back any part exchange vehicle if still available and/or seeking payment from the Customer to cover any negative equity.
- The Dealer will withhold the reimbursement until the Dealer have received the goods and all paperwork back in good order.
- It is the Customer's responsibility to return the vehicle without undue delay and in any event not later than 14 days from the day on which the Customer communicates cancellation of this contract to the Dealer. The vehicle must not be driven from the date the Customer notifies the Dealer of cancellation, other than to drive it back to the Dealer.
- The Customer will remain liable for the vehicle and so for its tax, insurance, and any fines, charges or penalties until it has been accepted back to the Dealer's premises.
- The Customer will have to bear the direct cost of returning the goods and take full responsibility for the safe return of the vehicle.
- The Customer is only liable for any diminished value of the goods resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the goods according to the previous reference to test drives.

15. PART EXCHANGE

- 15.1 The Dealer is not obliged to take a vehicle in part exchange, nor is the Customer obliged to go through with the part exchange even if an offer has been made.

- 15.2 Any vehicle taken in part exchange must be available to examine before any value can be placed upon the vehicle. Any estimated valuation prior to inspection is not a binding offer and cannot be relied upon.
- 15.3 The Exchange Vehicle remains at the Customer's risk until actual delivery to, and acceptance by, the Dealer.
- 15.4 Where there is a substantial delay in delivery of the Vehicle caused by an event outside our control, or delivery of the vehicle takes place more than two months after the value of the part exchange allowance has been agreed, then the Dealer may amend the part exchange allowance shown on the vehicle order form or any other later documents that the part exchange allowance was agreed with the Customer prior to delivery, to reflect any decrease in the value of the exchange vehicle. The Dealer will notify the Customer when there is to be such a change in the part exchange allowance. If the Customer does not contact the Dealer within 7 days of notification of the change in the part exchange allowance, then the allowance will be amended as proposed. If the Customer does not agree with the changing allowance, the Dealer may cancel the contract without liability.
- 15.5 If any finance settlement applies to an exchange vehicle, the up-to-date finance settlement value as at delivery will be used in the contract amended accordingly. This could result in further amounts due from the Customer to reflect this.
- 15.6 The Dealer is entitled to reject any part exchange vehicle after an offer is made, when it is delivered, if:
- (a) It has been involved in an accident.
 - (b) There is a discrepancy in the mileage.
 - (c) The condition of the vehicle has changed since the inspection.
 - (d) Any issue is identified by way of a HPI check or similar, including outstanding finance or incumbrances.
 - (e) It is not your property to sell.
 - (f) The V5 document is not in your name or is damaged or missing.
 - (g) It does not have a valid MOT or is less than 30 days to expiry.
- 15.7 Any vehicle taken in part exchange must come with:
- (a) All keys and accessories
 - (b) The V5 registration document.

16. INSPECTION OF THE VEHICLE

- 16.1 It is the customer's responsibility to inspect the vehicle carefully prior to purchase. The Dealer cannot be held responsible for a customer's failure to adequately inspect the vehicle.

17. LOSS OR DAMAGE

17.1 The Dealer shall not be responsible for any loss or damage to the Customer's vehicle, unless caused by the negligence of the Dealer's employees, servants or agents. The Customer is encouraged to remove all personal items from the vehicle.

18. STORAGE CHARGES

18.1 The Dealer reserves the right to levy a daily charge for storage of the customer's property if left onsite without reason.

19. COMPLAINTS

19.1 If the Customer have any questions about the Vehicle, please contact the Dealer in the first instance.

19.2 Where the Customer is dealing as a Consumer and the Customer has a complaint or dispute with the Dealer, the Dealer operates its own complaints handling procedure.

19.3 For full details of the complaint's procedure, please see the Dealer's website www.buckinghammotorcompany.co.uk or www.bicestermotorcompay.co.uk

19.4 If the Customer remains dissatisfied following the outcome of the Dealer's own complaints handling procedure, where a complaint relates to Financial Services or regulated complaints, the Customer can contact our appointed representative **ITC Compliance Ltd** who is authorised and regulated by the Financial Conduct Authority (FCA No 467621). ITC Compliance Ltd, 3 Monarch Court, The Brooms, Emersons Greens, Bristol, BS16 7FH or email mail@itccompliance.co.uk.

19.5 If the complaint has not been resolved within 8 weeks, the Customer may refer the dispute to the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4567 or 0300 123 9123 or the Customer can visit their website www.financial-ombudsman.org.uk.

19.6 The Dealer subscribes to The Motor Ombudsman, who is the Automotive Dispute Resolution (ADR) body. If the Customer remains dissatisfied with the outcome of a dispute in relation to service and repair, the Customer can contact The Motor Ombudsman: The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN. www.themotorombudsman.org.

20. STATUTORY RIGHTS

20.1 These terms do not affect your Statutory Rights