

Alexanders Prestige Limited – Conditions of sale

1 DEFINITIONS

In these Conditions, the following definitions apply:

"Cancellation Form" the form made available to the Customer by the Company in accordance with Condition 11;

"Company" Alexanders Prestige Limited (registered in England with company number 05501999);

"Contract" the contract between the Company and the Customer in accordance with these Conditions;

"Customer" the person or firm who purchases the Vehicle;

"Deposit" any sum of money paid, or Used Vehicle provided, by the Customer to the Company as a deposit for the Vehicle and as set out in the Order or otherwise;

"Intellectual Property Rights" all patents, copyright and related rights, trademarks, service marks, trade names, rights in designs and all other intellectual property rights which subsist or will subsist now or in the future in any part of the world;

"Order" the Customer's order for the Vehicle, as set out overleaf;

"Regulations" Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134)

"Used Vehicle" any vehicle which the Company agrees to accept from the Customer as part payment for the Vehicle;

"Vehicle" the vehicle or vehicles set out in the Order.

2 BASIS OF CONTRACT

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

3 BUYING AS A CONSUMER

If the Customer is buying the Vehicle as a consumer, it is entitled to additional rights by law relating to the satisfactory quality and fitness for purpose of the Vehicle. Nothing in these Conditions will affect those rights. Further information can be obtained from the Customer's local trading standards office.

4 DELIVERY

4.1 The Company will endeavour to meet any agreed delivery date provided always that the Company does not guarantee delivery by such date and shall not be liable for any damages or claims of any kind in respect of delay in delivery. Delivery of the Vehicle shall be completed at the agreed location.

4.2 If the Customer fails, after the Vehicle is available, to complete the transaction within 14 days of written notice to do so, the Company may consider the Contract repudiated and any deposit shall be forfeited without prejudice to the Company's right to recover from the Customer any loss or expense which the Company may suffer or incur by reason of the Customer's default.

5 WARRANTY

5.1 Where separate warranties have been provided (a) by the Company; and/or (b) by the Vehicle manufacturer, the Company expressly recommends that the Customer takes advantage of such warranties in accordance with their terms.

5.2 Except as provided in any warranty provided by the Company, sections 13 to 15 of the Sale of Goods Act 1979 and all other implied terms and conditions are, to the fullest extent permitted by law, excluded from the Contract.

5.3 The warranties referred to under Condition 5.1 shall be void to the extent that the Customer fails to comply, or act in a manner consistent, with any operational manual or direction from the manufacturer for the use, service, maintenance or repair of the Vehicle notified to the Customer from time to time.

5.4 The Customer shall provide all information and documentation requested by the Company necessary to process the Order (including but not limited to proof of identification) and the Customer warrants the accuracy of all such information.

6 TITLE AND RISK

6.1 Risk in the Vehicle shall pass to the Customer on delivery.

6.2 Title to the Vehicle shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds or as required by the Company) for the Vehicle and, if applicable, the Customer has complied with Condition 7.4 in full.

7 PRICE AND PAYMENT

7.1 The price of the Vehicle shall be as stated in the Order, or (if no price is quoted) the price in the Company's price list in force as at the date of delivery.

7.2 The Company 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 Company's control (including, without limitation, increases in taxes and duties, increases in labour, materials and other manufacturing costs); or (b) any request by the Customer to change the Order in any way.

7.3 The price of the Vehicle is exclusive of amounts in respect of value added tax which shall, if applicable, be payable by the Customer in addition.

7.4 Where the Company agrees to allow part of the price of the Vehicle to be discharged by the Customer delivering a Used Vehicle to the Company, such Used Vehicle shall be delivered by the Customer and accepted by the Company provided that (a) the Customer warrants that the Used Vehicle is owned by the Customer free from all encumbrances provided that if the Used Vehicle is subject to an encumbrance capable of cash settlement, the allowance shall be reduced by the amount so required; (b) the Customer covenants that all information it has provided relating to the Used Vehicle is true, complete and accurate (c) the Customer provides all necessary documentation relating to the Used Vehicle; (d) the Used Vehicle is delivered to the Company in the same condition as it was in when the Company inspected the Used Vehicle (fair wear and tear excepted); (e) the Used Vehicle is delivered to the Company on or before delivery of the Vehicle (f) the allowance stated by the Company shall only remain valid for a maximum of 14 days following notification by the Company that the Vehicle is ready for delivery; (g) if between inspection by the Company and delivery to the Company, the mileage of the Used Vehicle exceeds 1,000 miles per month the allowance shall be renegotiated; (h) the Customer represents that the Used Vehicle has not been in a serious accident or been used for hire or reward purposes. If the conditions this Condition 7.4 are not fulfilled the Company shall be under no obligation to accept the Used Vehicle as part payment against the price of the Vehicle.

7.5 Third party finance may be made available to the Customer by the Company, subject to status, for the purpose of purchasing the Vehicle. All offers of finance are subject to acceptance by the relevant finance company on such terms as they may, in their absolute discretion, decide and the Company shall not be responsible for any credit referencing analysis or be party to any credit agreement entered into between the Customer and any

finance company. The Customer acknowledges and agrees that the Customer is under no obligation to obtain, apply for or make use of any finance provided by a finance company introduced by the Company.

8 TERMINATION

8.1 The Company may terminate the Contract immediately on notice and without incurring any liability to the Customer, if the Customer (a) being a company, goes into liquidation or suffers a receiver, administrative receiver or administrator to be appointed or any step is made in relation to any of the foregoing; (b) being a company, it suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts in accordance with the Insolvency Act 1986; (c) being an individual or a partnership, makes any arrangement or composition with creditors or is the subject of a bankruptcy petition or order; (d) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (c) (inclusive) in this Condition; (e) the Customer's financial position deteriorates and the Company concludes that the Customer will not fulfil its obligations under the Contract.

8.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

9 LIMITATION OF LIABILITY

9.1 **Nothing in these Conditions shall limit or exclude the Company's liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.**

9.2 **Subject to Condition 9.1, the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, shall in no circumstances exceed the purchase price of the Vehicle.**

9.3 **Subject to Condition 9.1 the Company shall not be liable for any losses under or in connection with this Contract to the extent that the Customer fails to comply, or act in a manner consistent, with any operational manual or handbook or verbal or written direction or information in each case for the use, service, maintenance or repair of the Vehicle as notified to the Customer from time to time.**

10 CANCELLATION AND CONSEQUENCES OF TERMINATION

10.1 If the Company terminates the Contracts in accordance with Condition 9 or the Customer cancels the Contract where the Customer has no right to cancel:

10.1.1 the Company will be entitled to retain the Deposit paid in full;

10.1.2 in the event that all or part of the Deposit is made up of a Used Vehicle, the Customer acknowledges that the Company may retain the Used Vehicle and the Customer undertakes at its own expense to procure that any documents necessary to give effect to the transfer of ownership to the Company (or its nominee) are executed and delivered and the Customers shall perform such acts as may be reasonably necessary to give effect to this Condition 10.1.2; and

10.1.3 the Company will be entitled to recover all reasonable costs incurred or suffered as a result of the Customer cancellation or the termination of the Contract to the extent that they exceed the Deposit.

11 RIGHTS TO CANCEL

11.1 If the Customer is buying the Vehicle as a consumer and either the Customer was not at the Company's premises when it ordered the vehicle or the order was made remotely, the Customer will be entitled to cancel the Contract by notice to the Company no later than 14 days after delivery of the Vehicle.

11.2 A copy of the Company's Cancellation Form, which the Customer can (but is not obliged to) complete and submit to the Company, is available for download at <http://www.alexandersprestige.co.uk/terms-conditions> or can be provided in hard copy upon request.

11.3 If the Customer cancels the Contract pursuant to Condition 11.1, the Customer must: (a) return the Vehicle to the Company at the Customer's expense as soon as reasonably practicable, (b) not drive the Vehicle other than for the purpose of returning it to the Company and if the Customer fails to do this the Company shall be entitled to recover any loss in value from the Customer and in addition the Customer agrees that the Company shall be entitled to recover any loss in value arising from the Customer's use of the Vehicle prior to cancellation, (c) pay for any special items or accessories fitted to the Vehicle to be removed and (d) insure the Vehicle until it is returned to the Company. The Company will refund monies paid by the Customer for the Vehicle less the Company's costs due under this Condition.

11.4 The right to cancel in accordance with Condition 11.1 or otherwise does not apply where the Vehicle is made or modified to meet the Customer's personal specification or the Contract is otherwise exempt from the Regulations.

12 GENERAL

12.1 **Notices.** Notices may be given by either party by post using a prepaid envelope addressed to the party's address shown in the Order (or such other address as the party may notify in writing) and in each case every notice so given shall be deemed to be received twenty-four hours after the time of posting.

12.2 **Waiver.** No concession, indulgence or forbearance by the Company shall be deemed a waiver or prejudice any right or claim available to the Company.

12.3 **Law.** The Contract shall be governed by English law.