

Terms and Conditions

In these terms and conditions (“**Conditions**”): “**Seller**”, “**we**”, “**our**” or “**us**” means Saxton 4x4 Limited. “**Buyer**”, “**you**” or “**your**” means the buyer of the vehicle. “**Consumer**” means a Buyer who is a consumer within the meaning of the Consumer Rights Act 2015. “**Manufacturer**” means the manufacturer of the vehicle subject to these terms and conditions.

1. INTRODUCTION

- 1.1. Until or unless replaced by an operative credit agreement, these Conditions apply to the contract between you and us to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2. If these Conditions are replaced by an operative credit agreement, the terms of that credit agreement shall then be the sole contract in respect of the vehicle.
- 1.3. **We charge an administration fee to cover essential documentation and related administration costs. To ensure we can offer all our customers the best value we have tailored our administration fee to our customers’ individual circumstances. This fee is a compulsory fee and applies to all our vehicles depending on your below circumstances:**
 - 1.3.1. **a customer with no prior purchases from us will be charged a fee of £199;**
 - 1.3.2. **a returning customer that previously purchased a vehicle from us within a 12-month period will not be charged a fee. This waiver of the administration fee is limited to one additional purchase per year;**
 - 1.3.3. **a returning customer that previously purchased a vehicle from us within a 13–24-month period will be charged a fee of £99. This reduced administration fee is limited to one additional purchase per year.**

2. ORDER

- 2.1. You acknowledge that you have been afforded every opportunity by us to examine the vehicle. The Buyer orders the vehicle as seen and approved unless a specific guarantee is given at the time of making the contract.
- 2.2. An order is made by the Buyer by relying on their own skill, judgement and/or opinion and not that of the Seller.
- 2.3. An order constitutes an offer by you to purchase the vehicle in accordance with these Conditions. You are responsible for ensuring that the terms of the order are complete and accurate.

3. COLLECTION

- 3.1. A maximum period of 5 days from the date of the contract for collection will apply unless otherwise agreed.
- 3.2. If you do not collect the vehicle from us as arranged or if, after a failed collection by you, you do not re-arrange collection (or delivery) of the vehicle from us, we will contact you for further instructions and may charge you for storage costs (£20 per day plus VAT) and any further delivery costs as applicable. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection (or delivery) we may end the contract.
- 3.3. Collection dates on new vehicles are subject to change by Manufacturers/Suppliers and as such are not guaranteed by us and cannot be relied upon.
- 3.4. We are not responsible for delays outside our control. If our supply of the vehicle is delayed by a circumstance or an event outside our control, then we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. If we do this, we will not be responsible for delays caused by the event.

4. DELIVERY

- 4.1. This clause only applies where it has been agreed that we will deliver the vehicle instead of you collecting the vehicle.
- 4.2. We will deliver the vehicle to you at the address on the order form on the date agreed between us (the “**Delivery**”).
- 4.3. If you need to rearrange the date and time of your Delivery, we may charge you a fee.
- 4.4. We will only deliver the Car to you at the delivery location stated in the order form.
- 4.5. You must show us a valid photocard UK driving licence at Delivery. If the address on your driving licence is different to the Delivery address, you must also provide us with either a utility bill or bank statement addressed to the Delivery address and which is dated in the three months prior to Delivery. If you do not have your driving licence, you must show us your passport and a utility bill or bank statement addressed to the Delivery address and which is dated in the three months prior to Delivery. The person stated on the order form must be present at Delivery as we will not deliver the vehicle to any other person.
- 4.6. We will need a safe place to park the vehicle (e.g. a driveway or safe on-road parking) whilst we complete our delivery checks with you. If you are selling a part exchange vehicle to us, then you should also make sure that it is parked safely and is accessible by us. You are responsible for giving us details of a safe location and will be responsible for any costs, penalties or fines we incur as a result of parking in the safe location provided by you.
- 4.7. The mileage of a vehicle stated on the order form may vary slightly to the actual mileage of the vehicle because of delivering the vehicle to you.
- 4.8. You are responsible for the vehicle from Delivery.
- 4.9. We are not responsible for delays outside our control. If our supply of the vehicle is delayed by a circumstance or an event outside our control, then we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. If we do this, we will not be responsible for delays caused by the event.

5. NEW VEHICLES

- 5.1. If the goods to be supplied by us are new:
 - 5.1.1. this agreement and the delivery of the goods shall be subject to any terms and conditions which the Manufacturer may from time to time lawfully attach to the supply of the goods or the resale of such goods by us;
 - 5.1.2. we undertake that we will ensure that the pre-delivery work specified by the Manufacturer is performed; and
 - 5.1.3. we will, where possible, obtain for you from the Manufacturer the benefit of any warranty or guarantee given by them to us or you in respect of the goods but no responsibility can be accepted for the length of warranty, items covered, origin or previous use of the vehicle.

6. LIMITATION OF LIABILITY

- 6.1. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 6.2. If you are a Consumer then we will supply the vehicle to you for domestic and private use. If you use the vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. PART EXCHANGE

- 7.1. Any valuation provided for a vehicle to be used in accordance with this clause shall be valid for a period of five days from the date such valuation is notified to you. In the event that the transaction does not complete within those five days, we reserve the right to amend the valuation at our sole discretion. Any such amended valuation shall be notified to you and confirmed with you prior to the transaction completing.
- 7.2. Where we agree to allow part of the price of the vehicle to be discharged by you delivering a used motor vehicle to us, the following conditions will apply:
 - 7.2.1. that such used vehicle is your absolute property and is free from all encumbrances or that such used vehicle is the subject of a hire purchase agreement or other encumbrance capable of cash settlement by us, in which case the allowance shall be reduced by the amount required to be paid by us in settlement thereof;
 - 7.2.2. that if we have examined the said used vehicle prior to confirmation and acceptance of this order, the said used vehicle shall be delivered to us in the same condition as at the date of such examination (fair wear and tear excepted);
 - 7.2.3. that such used vehicle shall be delivered to us on or before collection or delivery of the goods to be supplied by us under this agreement, and the property in the said used vehicle shall thereupon pass to us absolutely;
 - 7.2.4. that such used vehicle has not been used for rental/hire purposes whether private or commercial;
 - 7.2.5. that you will indemnify us in respect of any encumbrance on such used vehicle to ensure good title is transferred;
 - 7.2.6. that such used vehicle is as described herein with all mechanical defects declared;
 - 7.2.7. that such used car has a valid MOT certificate with at least 3 months remaining. If less, you give us, permission to affect any work necessary to enable us to obtain a new MOT certificate and you agree to reimburse us for all costs and expenses of such work;
 - 7.2.8. that such used vehicle has not been in any major accidents, or the subject of a total loss claim;
 - 7.2.9. that such used vehicle was specifically built for sale by the manufacturer for an authorised agent in the UK (not an import); and
 - 7.2.10. that the milometer of such used vehicle is correct, if not a written record of the approximate true mileage has been supplied by you to us.
- 7.3. If we accept the part exchange vehicle, you must give us:
 - 7.3.1. all copies of the part exchange vehicle’s keys;
 - 7.3.2. the part exchange vehicle’s most recent V5C registration document (together with appropriate proof of purchase if requested by us);
 - 7.3.3. the part exchange vehicle’s service history (if any);
 - 7.3.4. the part exchange vehicle’s MOT certificate (if any);
 - 7.3.5. the part exchange vehicle’s user manuals (if any); and
 - 7.3.6. any accessories there may be such as a locking wheel nut, radio fascia, remote controls, SD card and/or charging cables (if you have a plug-in car).
- 7.4. You must remove any personal possessions from the part exchange vehicle before we take possession of it. We will not be responsible for any personal items lost once the part exchange vehicle is in our possession.
- 7.5. You are responsible for removal, deletion or redaction of your personal information contained in the part exchange vehicle prior to handover of the part exchange vehicle, including as follows:
 - 7.5.1. if the part exchange vehicle has a satnav, phone interface or any other device capable of storing data, you will ensure that you have removed all personal data from these devices prior to handing the part exchange vehicle over to us. This includes contacts (names and numbers), previous or favourite destinations in your trip history and default “home” address; and
 - 7.5.2. you will ensure that your name and address are removed or redacted from any service or maintenance records that you hand over with the part exchange vehicle.
- 7.6. The V5C registration document (which includes your name and address and is an official DVLA document) will remain with the part exchange vehicle until it is sold and re-registered by a new registered keeper or scrapped. Please note that before being re-registered by a new keeper, the part exchange vehicle may be sold to one or more motor traders who will not be obliged to register as the new keeper of the part exchange vehicle and remove your name and address from the V5C registration document. We do not accept any liability in respect of your personal information contained on the V5C registration document.
- 7.7. **In the event of the non-fulfilment of any of the foregoing conditions, we shall be discharged from any obligation to accept the said used vehicle or to make any allowance in respect thereof and you shall discharge in cash the full price of the goods to be supplied by us.**

8. CANCELLATION

- 8.1. Subject to clauses 3.4 and 4.9, if you cancel the order at any time or fail to take and pay for the goods within 14 days of notification that the goods have been completed for delivery, we shall be at liberty to treat the contract as repudiated by you and:
 - 8.1.1. **any deposit shall be forfeited;**
 - 8.1.2. the vehicle shall be re-offered for sale;
 - 8.1.3. **you will be liable for cancellation fee of up to 10 per cent of purchase price to cover any loss to the us in connection with the sale/delivery of the vehicle.**
- 8.2. If confirmation of funds (including but not limited to an acceptance of finance) exceeds 48 hours, we may cancel the contract and the provisions of clause 8.1 shall apply except for clause 8.1.1 in instances where the Buyer has not been accepted for finance.
- 8.3. **Subject to clauses 8.4 and 8.5, deposits are non-refundable.**
- 8.4. **Where the buyer is not accepted for finance that has been arranged by or on behalf of us, the deposit shall be refunded ensuring that all costs are covered.**

- 8.5. **Where the buyer is not accepted for finance that has not been arranged by or on our behalf, the transaction shall be regarded as a cash transaction and the deposit shall be non-refundable subject to any finance that is subsequently arranged by or behalf of us.**
- 8.6. This clause 8 is without prejudice to our right to recover from you by way of damages any loss or expense which we may suffer or incur by reason of your default
- 9. OWNERSHIP AND RISK**
- 9.1. We shall remain the full and absolute owner of the goods until such time as your total indebtedness to us (whether due under this contract and whether paid in money or money and ownership of a vehicle which is free from encumbrances if part exchange has been agreed) shall have been paid to us by you in full and cleared funds following our confirmation to you that such funds should be paid.
- 9.2. We provide no guarantees and the vehicle is purchased with the description as per the vehicle's log book (V5C).
- 9.3. We accept no responsibility for errors or mis-information supplied or provided by the DVLA or other agencies.
- 9.4. We do not guarantee ownership of/ or accept responsibility for any loss of/ or transfer refusal by DVLA of a cherished registration number.
- 9.5. We do not provide any guarantee of any type in respect of any audio/visual equipment and security/alarm systems in connection with the vehicle.
- 9.6. We do not provide any guarantee or accept any liability for any modification made to the vehicle, including but not limited to the engine, outside of the manufacturer's specification save where such modification is made by us.
- 9.7. **Where the purchased vehicle includes a diesel particulate filter ("DPF"), you agree and understand that you will need to maintain such DPF in accordance with the vehicle's manual.**
- 10. CHERISHED NUMBERPLATES**
- 10.1. It is your responsibility to supply us with a replacement registration number along with the new keeper's supplement of the V5 registration document.
- 10.2. **We will retain £1,000 until the new V5's for the donor and recipient vehicle have been returned to us within 14 days.**
- 10.3. We do not accept any responsibility for the loss of a registration number as a result of failing to supply the documents under this clause 9 within 14 days after the due date of contract.
- 10.4. We do not accept any responsibility for any expenses incurred by all parties.
- 11. TRADE CUSTOMERS**
- 11.1. **All vehicles sold to Trade Buyers are subject to an administration fee of £795 (plus VAT) (the "Administration Fee"). The Administration Fee covers vehicle inspection, vehicle provenance investigation certificate, DVLA online registration & warranted mileage. For the purposes of this clause, "Trade Buyer" means an owner, partner or director of a retail new/used vehicle sales company.**
- 12. VAT**
- 12.1. Regardless of the sum for Value Added Tax specified in the order of the vehicle, the sum payable by the Buyer in respect of Value Added Tax will be such sum as we become legally liable for at the time the taxable supply occurs.
- 12.2. VAT will be included on all invoices save for where the vehicle is to be directly exported under our supervision and using the export services of Saxton 4x4 Limited.
- 13. EXPORT**
- 13.1. **All vehicles sold using the export services of Saxton 4x4 Limited are subject to an export fee of £795 (plus VAT) (the "Export Fee"). The Export Fee covers our internal costs of arranging the export and processing the vehicle to the point of shipment. The Export Fee is in addition to any third-party costs in connection with the export (e.g. transport and shipping fees).**
- 14. OUR SEVEN-DAY MONEY BACK GUARANTEE**
- 14.1. In respect of a vehicle delivered to you in accordance with clause 4, if you wish to return such vehicle within seven days from the date of Delivery you can do so under our seven-day money back guarantee (the "Guarantee"). If you wish to return the vehicle in accordance with the Guarantee, you may notify us by calling 01245 351234 and speaking to a member of our team. The team will arrange a date for the vehicle to be collected.
- 14.2. If you choose to return the vehicle under the Guarantee:
- 14.2.1. we will repay to you the purchase price of the vehicle to the same payment method used to pay for the vehicle; or
- 14.2.2. if you paid for the vehicle using a Finance Agreement,
- 14.2.2.1. we will repay to you the deposit which you paid to us; and
- 14.2.2.2. we will repay the remainder of the purchase price to the finance provider with whom you entered into a finance agreement.
- 14.3. We may make a deduction from the repayment to you for loss in value of any vehicles supplied, based on any additional mileage on the vehicle after receipt and/or any missing keys or documentation including but not limited to the most recent V5C registration document showing you as the registered keeper.
- 14.4. We will make the repayment no later than 14 days after the day we receive back from you any vehicles supplied together with all keys and documentation including but not limited to the most recent V5C registration document showing you as the registered keeper and the items set out in clause 14.7 below.
- 14.5. If you use the Guarantee, and have sold a used vehicle to us as part exchange for the vehicle, we may at our discretion either refund the sum attributed to the part exchange vehicle at the time the agreement was entered into, or return the part exchange vehicle to you, if it remains available. Where the part exchange vehicle has been subject to repairs by us, you will be required to pay to us the cost of the repairs.
- 14.6. If you use the Guarantee you confirm to us that, on collection, the vehicle:
- 14.6.1. is free from all charges or claims from any third party (subject to any finance used to purchase the vehicle) and is owned by you;
- 14.6.2. is in the same condition as on Delivery (except for any reasonable wear and tear) and has not been involved in an accident since Delivery; and
- 14.6.3. no alterations or modifications whatsoever have been made to the vehicle.
- 14.7. If you use the Guarantee we will collect the vehicle from you on the date agreed with you. You must also give to us:
- 14.7.1. all copies of the vehicle's keys;
- 14.7.2. the vehicle's service history (if any);
- 14.7.3. the vehicle's MOT certificate (if any);
- 14.7.4. the vehicle's user manuals (if any);
- 14.7.5. any accessories there may be such as a locking wheel nut, radio fascia, remote controls, SD card and/or charging cables (if you have a plug-in car). and any other documents or items which we gave to you at Delivery in relation to the vehicle.
- 14.7.6. You are responsible for the removal of your personal belongings or the deletion of personal data from the vehicle prior to collection in the same manner as for a part exchange vehicle (see clause 7).
- 14.7.7. You remain responsible for the Car until we have collected it from you. You must ensure that the Car is insured with a fully comprehensive insurance policy until collection.
- 15. DISTANCE SALES**
- 15.1. If you are contracting with us as a Consumer online or by phone and do not visit our dealership at any point during the transaction process, or your contract with us is concluded or substantially negotiated at your home or somewhere other than our dealership, you have the right to cancel (under the Consumer Contracts Regulations 2013), all or part of your contract at any time up to 14 calendar days after the day on which you receive the vehicle you ordered.
- 15.2. Your right to return vehicles under this clause 14 does not apply to vehicles made to your specification, that is, where modifications have been made to the vehicle at your request which occur after the vehicle leave the manufacturer's factory.
- 15.3. If you wish to exercise your right of cancellation this clause 14, you are obliged to retain possession of the vehicle and take reasonable care of them until collection/return to us. You will be required to provide the mileage of the vehicle and agree not to drive the vehicle other than to return it to us. We will not be obliged to refund the purchase price of any Vehicles damaged by you, but may at our election offer to refund the purchase price subject to a deduction for the damage sustained.
- 15.4. You can cancel by calling 01245 351234, or write to: Saxton 4x4 Limited, Westway, Chelmsford, Essex, CM1 3BH. You must inform us of your decision to cancel your contract by a clear statement, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address. A model form is available upon request to assist with the notification process. If the vehicle has been funded by a finance provider, you should ensure that you also give notice to that third-party funder to cancel the finance arrangements.
- 15.5. If you decide to cancel in accordance with this clause 14, you should return the vehicle to us at our dealership at your own cost within 14 days of such cancellation and we will reimburse to you (by the method used to pay for the original transaction) the amount in relation to vehicle to which cancellation rights apply. Alternatively, if you wish us to collect the vehicle, we will do so subject to payment of an agreed collection fee. We will reimburse delivery charges made (if any).
- 15.6. We may make a deduction from the reimbursement for loss in value of any vehicles supplied, based on any additional mileage on the vehicle after receipt and/or any missing keys or documentation including but not limited to the most recent V5C registration document showing you as the registered keeper. We will make the reimbursement no later than 14 days after the day we receive back from you any vehicles supplied or, if earlier, the date you supply evidence to us that you have sent the vehicle, together with all keys and documentation including but not limited to the most recent V5C registration document showing you as the registered keeper, back to us. Refunds will be made by cheque or direct bank transfer to the same account as the purchase price was paid from. Refunds will not be paid in cash. If you direct us to settle your finance (if applicable) on the vehicle, we will refund the required sum (providing the refund is sufficient for this purpose) and return to you any surplus funds.
- 15.7. If you exercise your right to cancel the vehicle within the 14-day period, and have sold a used vehicle to us as part exchange for the vehicle, we may at our discretion either refund the sum attributed to the part exchange vehicle at the time the agreement was entered into, or return the part exchange vehicle to you, if it remains available. Where the part exchange vehicle has been subject to repairs by us, you will be required to pay to us the cost of the repairs if you wish to retain the part exchange vehicle.
- 15.8. If you have sold us a used vehicle as part exchange on an acquisition made online or by phone and the part exchange vehicle upon delivery or collection is not as described we may either revalue the vehicle and proceed with the sale based upon the revised valuation, or refund any deposit paid less any reasonable costs we have incurred. If the vehicle you are purchasing is not as described we will give you back your deposit plus any costs you have incurred.
- 15.9. Upon return of the vehicle, you confirm the points as set out in clause 14.7 and must give us the items set out in clause 14.8. You are responsible for the removal of your personal belongings or the deletion of personal data from the vehicle prior to collection in the same manner as for a part exchange vehicle (see clause 7)
- 16. MISCELLANEOUS**
- 16.1. Prior to any remedial or repair work to be undertaken on the vehicle you must seek authorisation from us. We retain the right to investigate and inspect the vehicle prior to any work commencing.
- 16.2. Mileages on recorders of used motor vehicles may differ from actual total distances run and should be disregarded.
- 16.3. Some vehicles may have had off road use prior to sale.
- 16.4. Bank Drafts will require 10 complete working days for clearance.
- 16.5. All keys on used vehicles will be passed onto the Buyer. When there is only one key supplied to us, we will endeavour to locate any other keys from seller/supplier and failing this any extra keys will be charged at cost.
- 16.6. 14 days should be allowed for refunds of retainers for V5 / MOT / Service History.
- 16.7. Any refund amount for a vehicle will exclude any modifications or enhancements made to the vehicle at the Buyer's request where we cannot reasonably recover the cost of those modifications or enhancements.
- 16.8. Payments can be made by, together with other methods, credit card and cash subject to the following:
- 16.8.1. the maximum amount payable by means of credit cards in connection with a purchase (whether paid on one credit card or split across multiple credit cards) is £1,000; and
- 16.8.2. the maximum amount payable by means of cash in connection with a purchase is £5,000.

17. GENERAL

- 17.1. Any notice required or permitted to be given by one of the parties to the other under these Conditions shall be in writing and shall be delivered by hand or sent recorded delivery post to the address of the addressee set out in this agreement or to such address that the addressee may have from time to time notified for the purposes of this clause 17.1. Notices may not be validly served by electronic mail.
- 17.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 17.3. No waiver by either party of any breach of the Contract shall be considered as a waiver for any subsequent breach of the same or any other provision.
- 17.4. If any provision or part of any provision of these conditions is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from these conditions and the remaining provisions or parts or the provision shall continue to full force and effect.
- 17.5. A person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 17.6. This contract shall be governed by and construed in accordance with the laws of England & Wales and any dispute shall be subject to the exclusive jurisdiction of the English courts