

**Jordan & Company (Hull) Limited  
Terms and Conditions (Retail)**

Nothing contained in these Conditions affects or restricts any statutory rights you may have as a consumer.

**1. Definitions**

1.1 In these Conditions the following words shall have the meanings set out below:

- 1.1.1 “you” or “your” means the Buyer named in the Order;
- 1.1.2 “we”, “us” or “our” means Jordan & Company (Hull) Limited (a company registered in England, number 00858063, whose registered office is at 45-52 Witham, Hull, East Yorkshire HU9 1BS);
- 1.1.3 “Accessory” means any accessory specified in the Order;
- 1.1.4 “Conditions” means the standard terms and conditions of sale set out in this document and any special terms and conditions agreed in writing between you and us;
- 1.1.5 “Contract” means the contract for the sale of the Goods to you and the purchase of the Part Exchange Vehicle (if any) by us, incorporating the Conditions and the Order;
- 1.1.6 “Goods” means the Vehicle, any Accessory, any other item specified for sale by us to you in the Order and any other item we agree to sell to you under the Contract, or any of them;
- 1.1.7 “Order” means the order submitted by you to us for the Goods using the order form available at our website or using the hard copy order form provided to you by one of our authorised representatives;
- 1.1.8 “Part Exchange Allowance” means the amount specified in the Order as allowed by us against a Part Exchange Vehicle as may be varied in accordance with conditions 13.4 or 13.5;
- 1.1.9 “Part Exchange Vehicle” means the vehicle (if any) specified in the Order as the part exchange vehicle, which is offered by you in part exchange for the Vehicle;
- 1.1.10 “Premises” means our showroom at 45-52 Witham, Hull, HU9 1BS;
- 1.1.11 “Price” means the price for the Goods and any applicable road fund licence, car tax and value added tax applicable at the date of the Order and any charges in respect of delivery, warranty, insurance or fuel as set out in the Order or as otherwise agreed between you and us, as may be varied in accordance with condition 8;
- 1.1.12 “Vehicle” means the motor vehicle to be supplied as detailed in the Order.

1.2 No variation to the Conditions or any representation about the Goods shall have effect unless expressly agreed in writing by one of our authorised representatives.

**2. Who we are**

We are Jordan & Company (Hull) Limited, a company registered in England and Wales under Company Number 00858063. Our registered office is at 45 - 52 Witham, Hull, HU9 1BS.

### **3. Formation of Contract**

- 3.1 By submitting the Order to us you are offering to buy the Goods from us, subject to the Conditions. The Contract is formed only once we have notified you that we have accepted that offer either by (a) one of our authorised representatives signing and dating a related hard copy order form or (b) sending you an email to notify you that we agree to enter into a related contract with you. On the date that we notify you of our acceptance via either such method, the Contract will come into existence between you and us.
- 3.2 If we are unable to accept your Order, we will inform you of this and will not charge you for the Goods. This might be because the Goods are out of stock, because any credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

### **4. Description of Goods**

- 4.1 The description of the Goods shall be as set out in the Order or as otherwise agreed in writing between you and us. The Contract is, however, subject to the manufacturer's or concessionaire's necessary right to amend or vary their specification and we reserve the right to deliver in fulfilment of the Contract Goods conforming to the manufacturer's or concessionaire's specification prevailing at the time of delivery for goods of the make and model described in the Order. In the event that the specification is so amended, we will inform you of the changes and will explain these to you and (other than where the amendment is for a reason stated in condition 4.2 below) will give you the opportunity to decide whether or not you wish to proceed with Contract.
- 4.2 We may also make changes to the Goods ordered:
- 4.2.1 to reflect changes in relevant laws and regulatory requirements; and
- 4.2.2 to implement any minor technical adjustments or improvements.
- 4.3 We are not able to specify the country of origin of the Vehicle.
- 4.4 Because you are a consumer, we are under a legal duty to supply Goods that are in conformity with the relevant Contract. As a consumer, you have legal rights in relation to Goods that are faulty, defective or not as described. These legal rights are not affected by your right of return and refund or by anything else in these Conditions. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.

### **5. Used Vehicles**

In the case of purchasing a used vehicle you acknowledge that before entering into the Contract your attention has been drawn to the age of the Vehicle and the fact that any defects may be present as a result. In addition please note that you should examine the Vehicle before entering into the Contract to satisfy yourself as to the Vehicle's quality and fitness for purpose.

### **6. Your right to cancel the Contract**

- 6.1 If you entered into the Contract online or by any other distance means (e.g. by email), then for most of our products you have the legal right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to change your mind and cancel the Contract and receive a refund of what you paid for the Goods, including the delivery costs. This is subject to some conditions, as set out below. Otherwise, you may not cancel the Contract without our prior written

consent unless you are expressly entitled to cancel the Contract under these Conditions or we have committed a fundamental breach of any term.

6.2 Where the legal right to cancel the Contract (referred to in condition 6.1 above) applies, if you change your mind or decide for any other reason that you do not want to receive or keep the Goods ordered under the Contract during the relevant cancellation period, you may cancel the Contract subject to the following conditions:

- 6.2.1 You must let us know no later than 14 days after the day we deliver the Goods;
- 6.2.2 You can notify us of your decision to cancel the relevant Contract by writing to us informing us of your decision to cancel or by sending the cancellation form (available at [\[INSERT DIRECT URL TO MODEL CANCELLATION FORM\]](#)) to Jordan & Company (Hull) Limited, 45-52 Witham, Hull HU9 1BS or [administration.manager@jordanscars.co.uk](mailto:administration.manager@jordanscars.co.uk).
- 6.2.3 you must return the Goods to our Premises or (where we have agreed to collect them) make the Goods available to us for collection, in each case without delay and in any event not later than 14 days after informing us of cancellation;
- 6.2.4 We will reimburse to you all payments made by you (including delivery costs as detailed in the Order), but we may make a deduction from the reimbursement for the loss in value of the Goods, if the loss is the result of unnecessary or excessive use or handling of the Goods by you or any third party acting on your behalf or with your authority;
- 6.2.5 If you have previously provided us with a Part Exchange Vehicle pursuant to condition 13 under the relevant Contract, we will as part of your reimbursement for the Goods either (at our sole discretion) return the Part Exchange Vehicle to you or offer an amount (via credit note or BACS transfer) equal to the corresponding Part Exchange Allowance less an amount equal to any sums paid by us to a third party referred to in condition 13.1.2(a) below. In the event that we have already agreed to sell the Part Exchange Vehicle to a third party prior to you exercising such cancellation right, a credit note to the sum of the corresponding Part Exchange Allowance (less an amount equal to any sums paid by us to a third party referred to in condition 13.1.2(a)) will be issued as part of your reimbursement for the Goods;
- 6.2.6 We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent the Goods back, whichever is the earlier;
- 6.2.7 Until the Goods are returned to us, they remain at your risk and you will be responsible for any damage caused to the Goods until they are returned to our Premises;
- 6.2.8 Return of the Goods is at your own cost. If we agree to collect the Goods from you, you are liable for any related costs that we incur and this amount will be deducted from the sum to be reimbursed to you. We estimate that if you return the Goods to us in person, or if we perform the return of the Goods ourselves via collection, the cost to you of the return should not exceed £100 excluding VAT (if our Premises is 33 miles or less from the address you provide on the Order) or, if your address is more than 33 miles from our Premises, £3 excluding VAT per mile between the address you provide on the Order and our Premises. We will advise you of any such collection costs in advance and will not make any collection arrangements without your prior consent. You remain liable for the Goods until they are returned to our Premises or collected by us. We are entitled to deduct from the sum to be reimbursed to you any costs of remedying damage caused to the Goods during transit (except where we agree to collect the Goods from you);

- 6.2.9 We will make the reimbursement without undue delay, and not later than:
- (a) 14 days after we receive the Goods back from you, or
  - (b) If earlier, 14 days after the day you provide evidence that you have returned the Goods;
- 6.2.10 You will not be reimbursed for the Goods unless and until they have been inspected and verified by us so as to establish whether any deduction is required for loss in value (e.g. where arising due to damage); and
- 6.2.11 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

6.3 The cancellation right referred to in conditions 6.1 and 6.2 above does not apply to any Goods that are made to your specification or are clearly personalised.

6.4 If you purport to cancel the Contract in any other circumstances not referred to in, or available pursuant to, condition 6.1 we may (without prejudice to any other rights and remedies we may have) retain from any deposit paid an amount equal to any costs and expenses incurred or likely to be incurred by us in connection with your related breach of the Contract, having taken reasonable steps to attempt to minimise such costs and expenses.

6.5 If you cancel the Contract in accordance with its terms or because we have committed a fundamental breach of a term of the Contract we shall return to you any deposit you have paid to us under the Contract.

## **7. Our right to suspend or cancel the Contract**

7.1 We can suspend the supply of the Goods:

7.1.1 to reflect changes in relevant laws and deal with technical problems or make minor technical changes;

7.1.2 to update the Goods to reflect changes in relevant laws and regulatory requirements; or

7.1.3 to make changes to the Goods (see condition 4.2).

7.2 We will contact you in advance to tell you if we suspend the supply of Goods, unless the problem is urgent or an emergency. If we suspend supply of the Goods you will not pay for the period while supply is suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 6 months you can contact our Customer Service Team at [administration.manager@jordanscars.co.uk](mailto:administration.manager@jordanscars.co.uk) to end the Contract and we'll refund any sums you've paid in advance for Goods that you won't receive.

7.3 If the Goods include a new Vehicle we may at any time cancel the Contract if the manufacturer ceases to make that type, model or specification of Vehicle and return any deposit you have paid to us under the Contract.

## **8. The Price of the Goods**

8.1 We reserve the right to vary the Price by any amount attributable to a variation in the road fund licence, car tax or value added tax between the date of the Order and the date of delivery and you shall be bound to pay the Price as so varied.

- 8.2 If before the date of delivery of the Goods the relevant manufacturer or supplier varies its price to us for the Goods, we shall notify you:
- 8.2.1 If the price increases, of the amount of any such increase we intend to pass on to you by increasing the Price payable by you; or
- 8.2.2 If the price reduces and we as a result intend to reduce the Price payable by you, the amount by which we intend to reduce the Price.
- 8.3 You may cancel the Contract by notifying us in writing within fourteen days after the date of a notice under condition 8.2.1 and we shall following receipt of such notice refund to you any deposit you have paid to us under the Contract.
- 8.4 If we are unable to supply any Accessory (of whatever nature) you may at your option either:
- 8.4.1 request that we substitute the Accessory with a reasonable equivalent (where reasonably possible); or
- 8.4.2 request that we delete the Accessory from the Order and reduce the Price by an amount equal to the price of the Accessory (including if it is not reasonably possible for us to provide a reasonable equivalent).

## **9. Payment**

- 9.1 Unless otherwise agreed by us (and in all cases other than a sale via a finance company under condition 10) you shall pay the Price by direct transfer of cleared funds to such bank account as we notify to you (by debit card or otherwise) not later than the point at which we deliver the Goods to you. For payments on card, if the total Price exceeds £500 you must make the payment in person at our Premises.
- 9.2 We will not in any event agree to accept payment by cheque if we receive the cheque less than five banking days before the date on which delivery of the Goods is intended to take place. Payment shall not be deemed to have been made until cleared funds are received in our bank account
- 9.3 If you do not make any payment to us or if we are unable to collect any payment due from you under the Contract by the due date for payment we may charge interest on such sum at the rate of 2% per annum above the base lending rate of Bank of Scotland plc from time to time in force and calculated and accrued on a daily basis from the date on which payment fell due until payment in full has been received by us (whether before or after judgement has been obtained). Unless otherwise specifically agreed by us in writing, the due date for payment shall be deemed to be the earlier of the date of delivery of the Goods and the date which is seven days after notice from us to you that the Goods are ready for delivery.

## **10. Purchasing with the assistance of finance**

- 10.1 You may be able to fund the purchase of the Goods through a Finance Agreement, under which you would arrange for a Finance Company to buy the Goods from us for the Price upon the same terms as this Contract. Upon payment of the Price the Finance Company shall be deemed to be the buyer of the Goods (and all references to "you" or "your" shall be construed to be a reference to the Finance Company concerned) and we will deliver the Goods to the order of such Finance Company (and all references to delivery of the Goods shall be construed accordingly and delivery to you shall be deemed to be effective delivery to the order of the Finance Company).

10.2 If you arrange the purchase of the Goods by or through a Finance Company, as specified in condition 10.1, the provisions of this Contract as regards your purchase of the Goods shall with effect from the completion of the sale of the Goods to the Finance Company cease to have effect with the exception of the terms relating to the Part Exchange Vehicle (if any) which shall continue to have effect. We shall, on your behalf, account for the Part Exchange Allowance and any deposit and any other sums paid pursuant to this Contract to the order of such Finance Company and the Finance Company shall be substituted as the buyer of the Goods.

10.3 If you arrange for the purchase of the Goods by or through a Finance Company you will also be subject to terms and conditions imposed by the Finance Company. We will not be a contracting party to any related Finance Agreement.

## **11. Delivery**

11.1 Unless otherwise specifically agreed in writing, for the purposes of the Contract “delivery” means us passing physical possession of the Goods to you and delivery shall take place at our Premises at the address stated in condition 2 above or as otherwise agreed by us in writing.

11.2 The costs of delivery will be as told to you during the order process and as set out in the Order.

11.3 Risk in the Goods shall pass to you on delivery. Alternatively, if you have asked us to deliver the Goods via a carrier organised by you, risk in the Goods shall pass to you upon receipt of the Goods by the carrier.

11.4 We shall notify you as soon as the Goods are ready for delivery. You agree to pay the Price (less the Part Exchange Allowance, if any) and take delivery of the Goods within 7 days of our notice.

11.5 You can collect the Goods from us at any time during our working hours which are available at [www.jordanscars.co.uk/contact-us/](http://www.jordanscars.co.uk/contact-us/).

11.6 The date given for delivery of the Goods is an estimate only. During the order process we will agree with you an estimated date or period for delivery, which will be within 30 days after the day on which we accept your order unless agreed otherwise in writing (for example where the Goods are not yet in stock, in which case the estimated delivery date will be within 30 days after the arrival of the Goods at our Premises).

11.7 If our delivery of the Goods is delayed by an event outside our control (including a delay in obtaining the Goods from the manufacturer) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund.

11.8 Where the supply of the Goods is subject to a Finance Agreement, delivery shall not take place until the Finance Company has confirmed to us that the Finance Agreement has been completed to the satisfaction of the Finance Company and duly executed by it. In the event of non-payment by the Finance Company or should the Finance Company report that you have failed to cooperate with the provision of information or the completion generally of the finance documentation, we shall have the right to immediately cancel the Contract or, where delivery has been completed, recover the possession of the Goods from you and for that purpose to enter upon your property or premises.

11.9 Unless we agree otherwise you shall not be entitled to take delivery of the Goods unless the Price has been paid in full, and if you fail to pay in accordance with condition 9.1, we may, at our option,

either store the Goods or have them stored by a third party. The cost of storage, any additional transportation and any insurance relating to such storage and transportation will be added to, and form part of, the Price payable by you under the Contract.

11.10 If you do not collect the Goods from us as arranged or if, after a failed delivery to you, you do not rearrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or rearrange delivery or collection we may end the Contract and claim compensation from you.

11.11 In addition, if you do not take delivery of the Goods as arranged we may also sell the Goods, retain the proceeds of the sale and refund any sums paid by you to us under the Contract after deducting any storage, transportation, delivery costs and any other expenses incurred by us.

11.12 If we miss the delivery deadline for the Goods then you may cancel the Contract immediately if any of the following apply:

11.12.1 we have refused to deliver the Goods;

11.12.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

11.12.3 you told us before we accepted your Order that delivery within the delivery deadline was essential.

If you do not wish to cancel the Contract immediately in such circumstances, or do not have the right to do so under this condition 11.12, you can give us a new deadline for delivery, which must be reasonable, and you can cancel the Contract if we do not meet the new deadline.

11.13 We may need certain information from you so that we can supply the Goods to you, for example, your driving licence details. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be liable for any late delivery of the Goods if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## **12. Ownership and Retention**

12.1 You will own the Goods upon the earlier of:

12.1.1 the time we have received all sums payable in respect of the Goods in full in cash or cleared funds; and

12.1.2 notwithstanding condition 16.1.4 below, the time (if any) that you resell the Goods, in which case ownership of the Goods shall pass to you at the time specified in condition 12.3 below.

12.2 Until ownership of the Goods has passed to you, you shall:

12.2.1 store the Goods at your own cost separately from all other goods owned by you or any third party in a way that they remain readily identifiable as our property (for example by refraining from customising the Goods or affixing any parts or items to the Goods);

12.2.2 not destroy, remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- 12.2.3 maintain the Goods in satisfactory condition and keep them insured for their full price from the date of delivery against all risks and hold the proceeds of insurance on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
  - 12.2.4 notify us immediately if you become subject to any of the events listed in condition 12.4 below; and
  - 12.2.5 give us such information as we may reasonably require from time to time relating to the Goods and your ongoing financial position.
- 12.3 Subject to condition 12.6 and notwithstanding condition 16.1.4 below, you may resell the Goods before ownership has passed to you solely on the condition that any sale shall be on your own behalf at full market value and you shall deal as principal (not as our agent) when making such sale. In such circumstances, ownership of the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 12.4 Your right to possession and resale of the Goods shall terminate immediately and all sums shall become due and payable immediately and you agree that we shall have the right to rescind or terminate the Contract and/or to suspend any further deliveries under the Contract with immediate effect by giving you written notice if any of the following events, or we reasonably believe that any of the following events will, happen:
- 12.4.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or any proceedings are commenced relating to your insolvency or possible insolvency; or
  - 12.4.2 you encumber or in any way charge any of the Goods or suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe or perform any of your obligations under the Contract, or are unable to pay your debts.
- 12.5 We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.
- 12.6 We may at any time (before ownership passes) require you to deliver up all Goods in your possession which have not been resold or irrevocably incorporated into another product.
- 12.7 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated or where we exercise our right under condition 12.6 above, to recover them.
- 12.8 On termination of the Contract, howsoever caused, our rights (but not your rights) contained in this condition 12 shall remain in effect.

### **13. Part Exchange Vehicle**

- 13.1 The provisions of this condition 13 apply if you offer to sell to us a Part Exchange Vehicle in lieu of paying all or part of the Price. Where we agree to allow payment of all or part of the Price to be discharged by you selling to us the Part Exchange Vehicle we will notify you of the amount of the Part Exchange Allowance. The Part Exchange Allowance is given and received and the Part Exchange Vehicle is delivered and accepted as part of the Contract (and not as a separate contract between you and us) on the terms set out in this condition 13. Where we agree to allow all or part of the Price of the Goods to be discharged by the provision of the Part Exchange Vehicle, you agree to deliver the



Part Exchange Vehicle to us as part of the sale and purchase of the Goods and subject to the following further conditions:

13.1.1 The Part Exchange Vehicle is:

- (a) owned only by you and is not subject to any encumbrances or arrangement with a third party where that third party has an interest in the Part Exchange Vehicle; or
- (b) is the subject of a hire purchase agreement or other encumbrance (such as, but not limited to, a leasing agreement or loan secured against the Part Exchange Vehicle) with a third party which is capable of cash settlement by us in exchange for the transferring of ownership to us;

13.1.2 If condition 13.1.1(b) applies:

- (a) after we have taken possession of the Part Exchange Vehicle we will pay to such third party the amount required to release the Part Exchange Vehicle from such arrangement;
- (b) you agree that the Part Exchange Allowance will be reduced by an amount equal to the amount to be paid to such third party; and
- (c) in the event that the amount to be paid to such third party exceeds the Part Exchange Allowance you agree to pay to us the difference before the delivery of the Goods.

13.1.3 You have given us the opportunity to examine the Part Exchange Vehicle for the purpose of calculating the Part Exchange Allowance, such examination has taken place and the condition of the Part Exchange Vehicle as delivered to us before or at the time of delivery of the Goods is the same as that existing at the time of our most recent examination (fair wear and tear excepted);

13.1.4 The Part Exchange Vehicle is delivered to us at our Premises either before or at the time that the Goods are ready for delivery; and

13.1.5 The statements and representations made by you in relation to the Part Exchange Vehicle are accurate and complete in all material respects.

13.2 If the agreed Part Exchange Allowance exceeds the Price of the Goods, we will pay you the value of the excess amount by BACS transfer or such alternative payment method as may be agreed between the parties in writing. Any such payment shall be issued within a reasonable period (which for the avoidance of doubt shall never be before the delivery to you of the Goods and the expiry of any statutory cancellation period of 14 days that may be applicable as referred to under condition 6.1 above).

13.3 Risk in and ownership of the Part Exchange Vehicle shall pass to us on delivery of the Part Exchange Vehicle to us.

13.4 If ownership of the Part Exchange Vehicle passes to us on a date which is more than thirty days after the date of the Order, except when the delay is a direct result of our act or default, we reserve the right to reduce the Part Exchange Allowance by an amount equal to 2.5% of the amount specified in the Order as the Part Exchange Allowance for each completed period of thirty days between the date of the Order and the date on which ownership of the Part Exchange Vehicle passes to us. This

reduction represents our genuine estimate of the rate of reduction in the value to us of the Part Exchange Vehicle as a result of any such delay.

13.5 If any of the conditions set out in condition 13.1 are not fulfilled we may at our option recalculate the Part Exchange Allowance or cancel the Contract or require you to pay the Price in full in without us buying the Part Exchange Vehicle from you.

13.6 In the event that the Contract is cancelled or terminated for any reason other than under condition 6.1 and at the time of cancellation or termination we have already accepted the Part Exchange Vehicle and paid any third party in accordance with condition 13.1.2(a), unless we agree otherwise in writing:

13.6.1 we shall not return the Part Exchange Vehicle to you; and

13.6.2 we shall not be liable to make any refund to you in connection with the Part Exchange Vehicle, provided that if we sell the Part Exchange Vehicle for a sum greater than the amount paid to the third party in accordance with condition 13.1.2(a) we shall pay to you the difference less our reasonable costs and expenses incurred.

#### **14. Ending the Contract**

14.1 If you are ending the Contract for a reason set out at condition 14.1.1 to 14.1.4 below the Contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to further compensation. The reasons are:

14.1.1 We have told you about an upcoming change to the Goods (other than a change referred to in condition 4.2 above) or these Conditions which you do not agree to;

14.1.2 We have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;

14.1.3 There is a risk that supply of the Goods may be significantly delayed because of events outside of our control; or

14.1.4 You have a legal right to end the Contract because of something we have done wrong (but see condition 11 above in relation to your rights to end the Contract if we deliver late).

14.2 If you end the Contract after the Goods have been dispatched to you, you must return them to us. If you are ending the Contract because we have told you of an upcoming change to the Goods (other than a change referred to in condition 4.2 above) or these Conditions, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the Contract because of something we have done wrong, then we will pay the costs of return. In all other circumstances, you must pay the costs of return.

#### **15. Warranty and Manufacturer details**

15.1 If the Goods are new goods, or if the Goods are used goods which at the date of delivery to you have the benefit of a manufacturer's warranty on terms that the warranty is capable of being transferred to you, the Goods are sold with the benefit of the relevant manufacturer's warranty (if any), the terms of which are specified in the service record and warranty booklet or other similar documentation issued from time to time by the manufacturer, copies of which are available for inspection at our Premises. The benefit of the manufacturer's warranty is in addition to any condition implied by law. Except where

the Goods are delivered to the order of a finance company pursuant to condition 10, we shall supply to you a copy of the warranty terms on delivery of the Goods.

- 15.2 The period of any manufacturer's warranty will have begun on the date of first registration of the Vehicle which, if the Vehicle was first registered outside the United Kingdom, will be earlier than the date on which the Vehicle was first registered in the United Kingdom.

## 16. Our liability to you

- 16.1 We're responsible for losses you suffer caused by us breaking the Contract unless the loss is:

16.1.1 **Unexpected** - i.e. it was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable);

16.1.2 **Caused by a delaying event outside our control** (as long as we have taken the steps set out in condition 18);

16.1.3 **Avoidable** - i.e. something you could have avoided by taking reasonable action, including following our reasonable instructions for use; or

16.1.4 **A business loss** - i.e. it relates to your use of any Goods for the purposes of your trade, business, craft or profession.

## 17. Our rights to end the Contract

- 17.1 Without prejudice to any of our other rights and remedies (including but not limited to any right we may have to claim any foreseeable related losses, costs and expenses which we reasonably suffer or incur) we shall be entitled to postpone delivery of the Goods and/or suspend performance of the Contract and/or may by notice in writing to you terminate the Contract at any time if:

17.1.1 you commit a fundamental breach of the Contract;

17.1.2 we have reasonable grounds to believe you intend to commit a fundamental breach of the Contract;

17.1.3 you do not make any payment to us or we are unable to collect payment from you when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

17.1.4 you do not, within a reasonable time of us asking for it, provide us with any information that is necessary for us to provide the Goods; or

17.1.5 you do not, within a reasonable time, allow us to deliver the Goods to you.

- 17.2 In the event that we end the Contract under condition 17.1 above we shall refund to you any sums which you have paid to us under the Contract less an amount equal to our losses, costs and expenses reasonably incurred or which we are likely to reasonably incur.

## 18. Events beyond our control

- 18.1 If we are prevented from or delayed in the carrying on of our business or are unable to comply with any of our obligations under the Contract due to circumstances beyond our control (including, without

limitation, acts of God, governmental actions, war, national emergency, riot, civil commotion, fire, explosion, flood, pandemic, epidemic, lock-outs, strikes and other labour disputes, restraints or delays affecting carriers and inability or delay in obtaining any element of the Goods from our suppliers), we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay. If the delay is likely to be substantial you or we can end the Contract and we shall refund to you any deposit you have paid to us under the Contract and any other sums that you have paid for any Goods in advance that you have not received.

## **19. Data protection and use of your personal information**

19.1 Details of how we use any personal data you give us are set out in our Privacy Notice: [www.jordanscars.co.uk/privacy-legal.aspx](http://www.jordanscars.co.uk/privacy-legal.aspx)

## **20. Insurance Products and the Financial Conduct Authority**

20.1 In certain circumstances we will give you information in respect of insurance policies which are available to you in addition to the Goods and for which additional charges (not included within the Price) are payable. We note that the Financial Conduct Authority ("FCA") is responsible for regulating intermediaries in our position, selling these types of general insurance policies. You acknowledge that we have explained to you the documentation relevant to insurance in respect of the Goods and that it is for you to decide whether or not you wish to complete the relevant documentation and/or purchase any insurance products from us or from any third parties introduced to you by us.

20.2 You also acknowledge receipt of a copy of the Initial Disclosure Document.

## **21. Resolving Disputes with us**

21.1 We are committed to providing high-quality services to all of our customers. However, we understand that occasionally things can go wrong. If you wish to make a complaint you can do this by writing to us at [administration.manager@jordanscars.co.uk](mailto:administration.manager@jordanscars.co.uk) or at Jordan & Co (Hull) Limited, 45-52 Witham, Hull, HU9 1BS. We will promptly acknowledge any complaint received and will do our best to resolve your complaint in accordance with our complaints policy: [www.jordanscars.co.uk/privacy-legal.aspx](http://www.jordanscars.co.uk/privacy-legal.aspx).

21.2 The Contract is governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **22. Miscellaneous**

22.1 If a court or other authority decides that any of these Conditions are unlawful, the rest will continue to apply.

22.2 Even if we delay in enforcing the Contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

22.3 The Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

22.4 We can transfer the Contract or any part of it so that a different organisation is responsible for supplying the Goods. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Contract.

22.5 You can only transfer the Contract to someone else if we agree to this in writing.