Terms and Conditions for the Sale of New or Used Vehicles

DEFINITIONS AND INTERPRETATION

- e terms unless the context requiresotherw

 - Vehicle means the motor vehicle and any parts, accessories and extras detailed in the Order(subjectto clauses 5.4 and 5.5). Pail Exchange Vehicle means the used vehicle (if any) offered by the Consumer in part exchange for the Vehicle, details of which appear on the Order under the heading 'Pait Exchange Vehicle' or
 - Order/maans the order set out overleaf for the purchase of the Vehicle

 - Octobrina as the order setout over beaffor the just the coften. Which is a consistent of the Coften and the Cof
- Completion means the completion of the transaction, comprising the Trader's delivery of the Vehicle, and the Consumer delivering the Part Exchange Vehicle in accordance with clauses 9.3 and 9.5
- and 9.5

 Sales information' means the sale information provided by the Trader and not the manufacturer

 Website means www.europeanprestige.co.uk www.europeanprestigenics

 www.europeanprestige.ie www.europeanprestigeni.com
- leadings are for convenience only and do not affect the construction of the Contract: the masculine shall include all genders and the singular shall include the plural; any reference to statutory provisions is a reference to such statutory provisions a saamendedor re-enacted fromtimeto time.
- These terms together with the terms set out on the Order are the only terms of the Contract No variation to the Contract is effective unless agreed in writing by an authors of the Contract is effective unless agreed in writing by an authors of the Contract No.

FORMATION OF CONTRACT

- The Order is the Consumer's offer to purchase the Vehicle upon these terms. The Contract is formed upon the Traderaccepting that offer by signing and dating the Order The Contract is personal to the Consumer, who shall not assign the benefit of the Contract without the provintences set of an authors conference when the Contract without the provintences set of an authors conference when the Contract without the contract of the Contract without the provintences set of an author contract when the Contract with the Contract without the provintences set of an author contract when the Contract with the Contract with
- The Sales has must be made in the tracker will from marked the Contract has not of the sw

CANCELLATIONAND DEPOSITS

Unless entitled to do so under clause 45, clause 53 or clause 14, the Consumer may not cancel the Contract without the prior written agreement of an authorised representative of the Trader. If the Consumer seeks to cancel the Contract in any other manner, the Trader may retarn any deposit paid (without prejudge to 1s other rights and remedles). If the Consumer cancets under clauses 4.5, 5.3 or 14 the Trader shall return to the Consumer any deposit paid and thereafter shall have no further liability to the Consumerunderthe Contract.

- Unless otherwise specifically agreed in wilting 'delivery' means the Trader's making the Vehicle available at the Trader's premises for collection by the Consumer Risk in the Vehicleshall passondelivery
- The Estimated Delivery Date is an estimate only Time of delivery is not of the essence of the Confract The Trader shall endeavour to deliver the Vehicle by the Estimated Delivery Date but shall not be liable for any loss, damage or delay occasioned by failure to deliver on the Estimated Delivery Date.
- Delivery Date
 As soon as the Vehicle is ready for collection, the Trader shall inform the Consumer who shall then have seven days in which to pay the Purchase Price (less the Allowance, if any) and take delivery of the Vehicle
- deliveryof the Vehicle
 The Consumer shall not be entitled to take delivery of the Vehicle unless the Purchase Prochase has been paid in file. The Consumer shall not be entitled to take the sole purchase the Vehicle shall be entitled to treat the Consumer. Until the Consumer, that the Consumer, that the Consumer, all its option, entered some there shall be entitled to treat the Vehicle shelf or have it is stored by third parties on such terms as the Trader in its absolute discretion. Thinks if The coal of storage and any additional transportation with the consumer and set the technical transportation with the consumer and set the formation that the Entitle the Design to the Entitlement Design to the Consumer and set the Entitlement Design to the Entitlement Design to the Entitlement Design to the Entitlement Design to the Entitlement Design the Entitlement Design to the Entitlement Design the Entitlement Design the Entitlement Design that the Entitlement Design that the Entitlement Design that the Design that the Entitlement Design that the Entitlement Design that the Entitlement Design that the Design that the Entitlement Design that the Entitlem
- paidby the Consumer anaset lithe Vehicle an andrelaimhe proceedsoftheasle. If the Tader fals to delive the Vehicle and relating safer the Estimated Deviery Date the Consumer maygives even days notice to the Trader requiring delivery. Failing such delivery the Consumer may cancel the Contract if the Vehicle is a new vehicle, the Trader may at any time cancel the Contract lithe Manufacturer ceases to make that type of vehicle.

 Atternalivery, if the Trader falls to deliver the vehicle within a reasonable time after delivery of the vehicle from the manufacturer the rights of the Consumer are not effected under the CRA 2015

PRICE AND PRICE VARIATION

- The Trader reserves the right to vary the Purchase Price by any amount attributable to a variation in the cost or rate of road fund licence, car tax or value added tax between the date of the Order and the date of delivery and the Consumer shall be bound to paythe pince as so varied if before the date of delivery a change occurs in the Manufacturer's (or relevant concessionaire's) price for the Vehicle or any Accessory, the Trader shall notify the Consumer;

 a) if a price increase, of the amount of any such increase the Trader inlends to passon to the Consumer by increasing the Purchase Price, or
- - b) if a price reduction, the amount by which the Trader intends to reduce the Purchase Price (orthathor reductionis intended).

 Consumer may cancel the Contract:
- - within fourteen days after the date of a notice under clause 5.2(a), or
 - within fourteen days after the date of a notice under clause 52 (b) if the amount by which the Trader intends to reduce the Purchase Price, as stated in such notice, is less than the amount of the reduction in the recommendedprice
 - If the Trader is unable to supply any Accessory (of whatever nature) the Trader may at its option

 - a) substitute a reasonable equivalent; or
 delete the Accessory from the Order and reduce the Purchase Price by an amount equal to the price of the Accessory in question.
- Interpreted in excessory in question.

 The Trader's inability to supply any Accessory shall not constitute a breach of contract nor entitle the Consumer to repudiate the Confract or reject the Vehicle save that the Consumers rights to seek repeat porturnate from the Trader and to seek aprice reduction underthe CRA 2015 are not affected by this

METHOD OF PAYMENT

- unless otherwise agreed by the Trader (and in all cases other than a sale via a finance company pursuant to clause 8) the Consumer shall pay the Purchase Price in cash Credit card payments are not acceptable unless specifically agreed in writing signed by an authorised representative of the
- The Todar accepts payment by cheque only if he Todar recoles the cheque at least seven clear banking days televe the date on which delivery of the Vehicle is introded to be been pade until cleared funds are received at the Trader's bank. An agreement to accept payment on once them also the delivery of it in white affect by a majorated to accept payment on once them also the delivery of a Vehicle and university the properties of the Todar Any agreed once pand and commence from date of delivery of a Vehicle and university the second of the Todar Any agreed once pand and commence from date of delivery of a Vehicle and university the second of the Todar Any agreed once the proof of the Todar Any agreed once the Todar Any agreed

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 The Trader reservesher right at any time prior to payment to request bankers or any often reterrors as to the
 Consument Sharbard status. Failing recept of assistatory references by Trader naywebdawaway agreement for occeive
 payment of the work of the Consumer on all amounts emaining outbarding and unrould also the due date for payment
 and/or on all amounts by way of dinnings for breach of the Consult at the risk of 2% por annum above the base relief of
 block Banking to him the bits with time as of shalber cashaded and consulted and obtained by the time for the deep on which
 payment fell due until payment in list has been received by the Trader (whether made before or after judgment
 has been obtained) if no specific date for payment is set out in the Consultant or out terms trave and the
 due to payment also between to be the earlier of
 i) the debet observed with its seven days after radies from the Trader to the Consultant to the Vehicle sneady for
 collection.
- Consumer Any arrs poid to the Consumer by the Treder by way of reland or otherwise under the extender of any Agrits under the CRA 2015 shall be regard to the Consumers/Rout under delay and in larry event no blest than 14 days from the day that the Trader agrees that the Consumer's entitled loss understand
- Any sain payment as provided for chase 67 above shall be made by the Trader using the same means of payment used by the Consumer upward agrees otherwise without the imposition of afee.

- HILLS

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 Purchase Place or disease age any pall eachange goods lave been delawed and Toder subsided as bit the that
 and exception) payeds be to Toder canded criteraction and versity and adaptified the thick, sizes delay or diseases
 awayses physical procession of the Cooks, whether under the Contractor any offer contract, both beneficial and legal
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- - As the present of the Verba as bales of the Trader or all office to use the Verball and Naci include, use in the odiny course of the Consumer's business, or efficient to the Trader of the of Color of Color of Verball and the Perray of the countries of the first of Other verball and the Color of Color of Verball and the Verball and t

- shall not without the Trader's prior written consent use the Vehicle for self diver hire. Haderey Carlege or beil work, cargo cofficade that the Trader shall be deemed to have offere merent to self diver his where the Contact is not used terms unter datue 63 and the Trader had actual rotoes at the time of receiving the Order that the Consumer relateds to lightful vehicles out one offered vehicle the configuracy course of the Sustainess;
- stall not wrade any Ensurthance over the Vehicle nor do anything incorrelated with the Trader's title to the
- mercoally authorises the Trader's representatives to enter any premises at which the Vehicle is situated for the purposes of inspecting the Vehicle and identifying it as the Trader's property

- borg annotation, the surrable polyrisch abswith in the maning of Section 283 of the hisokentry Act 1996 or a patton is presented or locker made for his bankuptay or an interim order is made or , in Scottand, the is designed a bankrupt,
 - being a company, it is unable to pay to debts within the instancing of Sentian (23 of the Tecknery) Act 1983 or a pattion is interested or a resolution improved or present for its whiching to or destution or an appration of out in mode for the appointment of all rejective or administration or an ensurtherment below introduction of or a resident is appointed overall camp post of the assessment of contractivities.
 - a distress execution or other process is levied on his undertaking or any part of his assets and is not discharged within 7 days:
- creations,
 y) any evert or process of like reture bit tose set out in paragraphs to (i) to (iv) above in any jurisdiction
 adds may by ratice to the Consumer revoke the Consumer's power of procession and use of the Vehicle;

 The Trader has any doubt as to the ability or willingness of the Consumer to pay to the Trader any summonthe
 development.
 - If the Trader has resison to befieve the Consumer is in breath of any term of this or any other Trader
- Upon Roccation or determination of the Consumer's power of procession and use of the White the Consumer shall yield up the Vehicle in good condition to the Trader and if its one-guest by the Trader) at its own expense defer the Vehicle to an authors in the Uter Myrphon goods but the Trader and shall be described invocably to an discribe the Trader to enter upon any of its premisses without which describe purposes often owing the Vehicle.
- The expression of the Vehicle by the Trader in accordance with this clause shall be valvout prejudice load or any of the Trader's rights or remedies against the Consumer
- Indoorsings detended sparkers Lorenzee.

 Where the Buyer is a person or an entity engaged in the motor trade, the Goods/Vehicles are sold on the understanding of Trade terms i.e "SEEN, TRIBED AND APPROVED" and Subject to Viewing and Inspection and, untill the Buyer takes delivery or therwise acquires physical possession of the Goods, whether under the Contract or any other contract, both beneficial and legal tille to the Vehicle remain in the Trader, For the avordance of doubt such Buyer shall not be considered a consumer afforded protection under the Consumer Rights Act 2015.

FINANCE ARRANGEMENTS

- Final NUCLEARAN CONTINUENTS of its Cortext, the Consumer may within seven days, also reading mathetine to Newton smooth programs of the Cortext specific programs of the Cortext specific programs of the Cortext specific programs are to cortext specific programs of the Cortext specific programs of the Reducer for the large somptime specific programs are to cortext specific programs of the Reducer for the service somptime specific programs are to control accountably and the Totative should do down the Nebburg bits before do not show the cortext accountably days to the Cortext program specific programs are control accountably and the Totative should water the Nebburg bits control accountably days to the Cortext programs are controlled and the Corte
- Oder beity detended to be effective delivery/folleworderoffler financecompany) in the Commune Hinddoos it is also die the Which to all harme company as spraked in disse. Bit, the protection of the Contral as regards the Constant originally numed in the Oder shall. Item casses to have effect with the secretary of the terms effectly to the Part Country White (Party), with shall not five to have effect, which are watern the Toods shall not be protected to the contral shall not shall not extend of the Contral should not shall have company all the total shall not be sufficient shall not shall not which the American company all the more of the White the American Company all the more all of the Contral shall not be contrained the contral shall not shall not reduce the contral shall not sufficient reduce abuses 10 and 12 to inspectified Vehicle and lossificity himselfithalthe Vehicle is suitable for his purposes.

PARTEXCHANGE VEHICLE

- THE LACTIFIED EVENIFUE.

 The provisions of this clause 9 shall apply if the Consumer has proffered a Part. Exchange Vehicle Where the Trader agrees to allow part of the Purchase Pirce to be discharged by the Consumer's delivering to the Trader the Part Exchange Vehicle. The Allowance is given and received and the Part Exchange Vehicle is delivered and cacepted as part of the Contract and not as a separate contract between the Consumer and the Trader) on the conditions elocities (20.9.7 (tothindusive)).
- The Consumer passes to the Trader good title to the Part Exchange Vehicle either;
 - free from Encumbrances: or
 - If there are Encumbrances on the Part Exchange Vehicle but all are capable of _cash settlement, instead of applying the whole of the Allowance towards _payment of the Purchase Price, the instead of applying the whole of the Allowance towards payment of the Purchase Price, the Trader will apply the Allowance (up to the whole amount) towards settlement of any obtigators to third parties in respect of the Part Exchange Vehiclewhich are capable of casheditement, payment to any sich ribested site that size to be made shelvery of the Vehicle to the Consumer.

 C) The Trader has had the opportunity to examine the Part Exchange Vehicle or the purpose of castullaringhe Allowance and sock examine to the Part Exchange Vehicle or the purpose of castullaringhe Allowance and sock examine to the Part Exchange Vehicle or the time of delivery of the Vehicle to the Consumer is substantially the same as that existing at the time of the Trader's examination (fairwear and tearexcepted)

 Risk in and title to the Part Exchange Vehicle shall pass to the Trader on delivery.

 Without prejudice to clause 9.3 (b) the Consumer shall deliver the Part Exchange Vehicle to the Trader within seven days of notice to the Consumer shall deliver the Part Exchange Vehicle to the Trader within seven days of notice to the Consumer shall deliver the Part Exchange Vehicle to the Trader within seven days of notice to the Consumer shall deliver the Part Exchange Vehicle to the Trader within seven days of notice to the Consumer shall deliver the date of the Order, except (Completion letters place or as deter which some thanking days after the date of the Order, except
- If Completion takes place on a date which is more than-hitry days after the date of the Order, except when the delay is a direct result of the Traders, act or default, the Trader reserves the right for educe the Allowance by an amount equal to 25% of the Allowance for each completed period of thirty days between the delace of the Corder and Completion.
- I any of clauses 2 to 9.6 (both inclusive) are not fulfilled, the Trader shall be discharged from any obligation to purchase the Pail Exchange Vehicle or to make the Allowance and the Consumershalfdischargethe Purchase Priceinfulincash.

10.1 USEDVEHICLES

- le is a used vehicle, the Vehicle is sold:
- subject to any defects which the Trader has drawn to the Consumer's attention prior to the Consumer's placing the Order, and
- Consumer spacingure cruer, and subject to any defects which the Consumer discovered or ought reasonably to have discovered upon examining the Vehicle prior to placing the Order (prespective of whether the Consumer has carried out such examination) and in that regard the Consumer acknowledges that he has been alforded the opportunity to examine the Vehicle

WARRANTY AND PRODUCER DETAILS

- If it is a new vehic let the Vehicle is sold with the benefit of the Manufacturer's warranty: the terms of which are specified in the service record and warranty booklet or other similar documentation issued from time to lime. By the Manufacturer, copies of which are available for inspection at the Traders premises. The benefit of such warranty is in addition than statisticy implied warranty on the part of the Trader. Except where the Vehicle is delivered to the order of a finance company pursuant to clause 8, the Trader will supply to the Consumer a copy of the warranty terms on delivery of the Vehicle.
- Unless otherwise specified by notice to the Consumer, the producer of the Vehicle (for the purposes of Section 2 of the Consumer Protection Act 1987) is the Manufacturer

LIMITS OF LIABILITY

- LIVII IS OF LIABILITY

 The Vehicle is sold shirtly on the terms that like Consumer has respected the. Vehicle and has satisfied withmest of its suitability for his purposes and of its satisfactory quality. The Consumer acknowledges that specifications and details in any calalogue, and forecasts of performance, are approximate only, and that such specifications and details and representations made by the. Trader to the Consumer donot form part of this Confrict and that in respect-fost-unspecifications, details, forecasts and representations the Trader shall be under no liability nor shall the Consumer be enfitted to any remedy under the provisions of the Misrepresentation Act 1957 as amended by the. Consumer Protection (Amendment) Registrifons.2014
- (Amendment)Regutofons:2014
 The American Regulary of the Aggregate claims of the Consumer arising out of a single act or default of the Trader's negligence or otherwise) shall not exceed the Purchase Price
- This provision in the Contract does not effect the rights of a Consumer to seek a price reduction in the eventthal the Traderfalls to perform a service without reasonables kill and care

TERMINATION

Without prejuice to any of its other rights and remedies the Trader shall be entitled to postpone delto of the Vehicle and suspend performance of the Contract and may by notice in writing to the Consulterminate the Contract at any time following the occurrence of any of the events specified in clause

- If the contract has been completed without any face to face contact between the Trader and Cursumer, or anyone acting on your or our respective behalf, you may give notice to cancel within 14 days without giving any
- necessaries. The carmediates privid will expire 14 days after the day on within the Consumer or a find pany on your losted takes takes your disease. She privides a proposed that the Consumer must entire in the carmed the Consumer must entire in the carmed the consumer must entire in the carmed the consumer must be consumer for the carmed the Consumer must entire the carmed the Consumer must be consumer to the carmed the Consumer must be consumer to the carmed the Consumer must be consumer to the carmed the carme
- email/tothe Trader/saddress as select overleaf.

 If the Consume cancels the contact, the Consumer will be retriturised (using title, some means), all payments consider unty the crotical risk that in 14 days after the day on which the Trader receives the Goods back.

 The Trader viny Without perstudents are full day have noticed the Goods back or the Consumer has est electrically on their part of the Goods back, which ever is the estable. The Consumer has total set to be forced or dated that has to be in Trader at the address shown overleaf, not like than 14 days after the day on which you communicately your cancellation of the contract. The Trader will require the Consumer to bear the cools of fellowing the Goods.
- The Consumer must take all reasonable care of the Goods and will be responsible for any loss or damage from when the Goods are delivered, until when they are returned to the Trader

FORCE MAJEURE

FORCE MAJEURE

The Trader shall not be liable to the Consumer if unable to carry out any provision of the Confact for any reason beyond its control including (without Imitation). Act of God, legislation, war, civil commotion, fire, flood, drought. failure of power supply, lock out, strike, sloppage or other action by employees or this grate is notemplation or furtherance of any depate or owing to the inability to procure parts or any vehicle required for the performance of the Contract. Failure to delive the Vehicle by reason of any ofthe adverment/oned corringencies shall entitle the Consumer to cancel the Confactandflier provious Science 31 shalapply.

NOTICES AND GENERAL PROVISIONS

- No waiver of any of the Trader's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Trader. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Trader's rights in relation to different circumstances or the recurrence of similar
- circumstances
 Any notice under these terms and conditions shall be properly given if in writing and sent by firstclass post, televor facsimite to the address of the intended recipient as stated in the Contract or to such address as the Trader and the Consumer from time to time notify to each other as their respective addresses for service and shall be deemed served, in the case of postal notice on the exploy of 48 hours from time of posting, in the case of the case of postal note on the exploy of 48 hours from time of posting, in the case of facilities are not postal to the service of the service of
- onof transmission by the sender competion of transmission by the sender Each of these terms and conditions and each paragraph hereof shall be construed as separate conditions; should any provision be found to be invalid or unenforceable or an unreasonable restriction of the Trader's lability thensuch provision shall apply with such modification as may be necessary to make it validance flective. Ergish Law shall govern construction and operation of the Contract and the Consumeragues to substitictive exclusive prodiction of the English courts.