

BAYTREE CARS LIMITED

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") will apply to any contract between us for the sale of a Vehicle (defined at Condition 2.1 ("Contract")). Please read these Terms carefully and make sure that you understand them, before placing an order to purchase a Vehicle from us. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to purchase a Vehicle from us. You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in Condition 17. Every time you wish to place an order, please check these Terms to ensure you understand them. The Terms were most recently updated on 7<sup>th</sup> December 2016. Your attention is drawn to Condition 9 which sets out your rights of cancellation as a consumer, Condition 11 which explains the effects of cancellation and Condition 13 which explains the limits on our liability to you.

Where you have purchased a Vehicle by email or telephone your attention is drawn to Condition 10 which sets out your further right to cancel. These Terms, and any Contract between us, are only valid in the English language.

1. Information about us

1.1 We are Baytree Cars Limited a company registered in England and Wales with company number 06023704 and our registered office at Charlotte House, Stanier Way, The Wyvern Business Park, Derby, Derbyshire, DE21 6BF ("We", "Us", "Our"). Our VAT number is GB91153937.

1.2 We operate the website [www.baytreecars.com](http://www.baytreecars.com) ("Site").

1.3 Contacting us:

- (a) To cancel a Contract before you collect the Vehicle or before we have delivered it to you, in accordance with your right to do so as set out in Condition 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact your salesperson at our showroom either by attending in person or via email or telephone. If you are emailing us, please include details of your Order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send the e-mail to us.
- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our Customer Services team at 01332 345987 or by e-mailing us at [info@baytreecars.com](mailto:info@baytreecars.com).
- (c) We will contact you or give you notice in writing and we are not able to do so in person in one of our showrooms, we will do so by e-mail or by pre-paid post to the address you provide to us in your Order.

2. How the Contract is formed between you and us

2.1 When you inspect a vehicle in our showroom or on our Site and make an offer to purchase it ("Vehicle") for the Price, you are placing an "Order" with us. We will accept your Order if you accept these Terms. We will confirm in writing that we accept your Order ("Order Confirmation"). Please note that any other communication from us, including any verbal communication, is only an acknowledgement and not an acceptance of your Order.

2.2 These Terms and Conditions will become binding on you when:

- (a) we confirm in writing that we have accepted your Order;
- (b) you make payment of the Price to us; or
- (c) we commence processing of the Order;

whichever is the earlier, at which point a "Contract" shall come into existence between you and us.

2.3 Any Order placed by you is subject to these Terms. We may choose not to accept or to decline your Order for any reason and will not be liable to you or to anyone else in those circumstances.

2.4 If we are unable to provide the Vehicle, for example because it is no longer in stock, no longer available, because of a fault or defect which we have identified or because we have identified it will not meet any specific requirement such as those described in Condition 9.1 which you have given us, we will inform you of this and we will not process your Order. If you have already paid for the Vehicle, we will refund you the full amount you have paid including any additional costs charged as soon as possible.

3. Price of Vehicle and additional charges

3.1 The price of the Vehicle will be as quoted in our showroom, as set out on our Site or otherwise notified to you in writing in the Order Confirmation ("Price"). We take all reasonable care to ensure that the Price is correct at the time of your Order. However please see Condition 3.9 for what happens if we discover an error with the Price.

3.2 Where applicable and noted on the Order, the Price includes a deposit, the level of which is set out in the Order Confirmation ("Deposit"). This does not include the cost of any vehicle tax, where this will be applicable to the Vehicle. You will be required to pay vehicle tax with the Driver and Vehicle Licensing Agency at the point of collection or delivery, which we will assist you with.

3.3 Where applicable, you will need to pay the Deposit when you place your Order for the Vehicle. We cannot process your Order until we have received the Deposit in full cleared funds. The Deposit can be paid by cash, debit or credit card or electronic transfer where agreed in advance.

3.4 If you decide not to purchase the Vehicle or the Contract is cancelled for any reason and where you have paid a Deposit, we will refund you the Deposit in the same way that it was paid within 7 days of you informing us of your decision. Where you purchase the Vehicle the Deposit will form part of the Price.

3.5 Where we have agreed to provide the Vehicle to you, the location for delivery and any additional charges associated with delivering the Vehicle to you will be set out within the Order Confirmation.

3.6 If you make payment of the Price or the Deposit by credit card, we may charge you a reasonable administration fee in order to cover the costs we will incur processing your payment.

3.7 The Price includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your Order and the date of collection, we will adjust the VAT you pay, unless you have already paid for the Vehicle in full before the change in VAT takes effect.

3.8 Prices for our Vehicles may change from time to time, but, other than where identified in Condition 3.9, changes will not affect any Order that you have already placed.

3.9 It is possible that, despite our reasonable efforts, the Price for the Vehicle given in our showroom, on our Site or quoted over the telephone may be incorrect. In the event that we have advertised the Vehicle at the wrong Price we will ask you whether you wish to proceed at the correct Price. If you agree to proceed at the correct Price we will refund you or charge you the difference between any amount you have paid and the correct Price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the Contract and refund you any amount you have already paid.

4. Payment

4.1 The Price, less the Deposit, where you have paid one in accordance with Condition 3.3, can be paid by either: cash (to such levels agreed by us), credit or debit card or electronic transfer where we have agreed to this in advance, or through the means set out in a separate finance agreement that you have signed and which we have agreed to allow you to use in order to pay the Price.

4.2 Where we have agreed in advance, you may pay part or all of the Price by providing us with another vehicle as a part-exchange. Please see Condition 5 for what happens if you would like to make a part-exchange.

4.3 Unless otherwise stated in the Order Confirmation or any finance agreement which you have entered and we have accepted as your means of payment, payment of the Price is due when you collect the Vehicle from our premises or at the point that we are ready to deliver the Vehicle to you ("Due Date").

4.4 If you do not make payment to us by the Due Date, we may:

- (a) not allow you to collect the Vehicle or suspend any delivery until we have received payment of the Price and any delivery costs, where applicable, in cleared funds and charge you for our costs in accordance with Condition 6.5; or
- (b) charge you interest on the Price at the rate of 2% above the base lending rate of Bank of England from time to time. Where we charge you interest this shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement; or
- (c) terminate the Contract to sell you the Vehicle immediately in accordance with Condition 12 by giving you written notice.

5. Part-Exchange

5.1 You must notify us in advance if you have a vehicle you wish to part-exchange ("Part-Exchange Vehicle") and provide us with any information regarding the Part-Exchange Vehicle which we may reasonably request, and bring the Part-Exchange Vehicle to our showroom at a time which is convenient to us in order for us to examine it.

5.2 If we agree to consider your Part-Exchange Vehicle, we will examine it at a pre-agreed time and provide you with a valuation. We are not obliged to provide a part-exchange option when selling the Vehicle and our decision to examine and value a Part-Exchange Vehicle, including the valuation we give, is solely at our discretion.

5.3 If we are willing to accept a Part-Exchange Vehicle as part of the Price we will provide you with a valuation for the Part-Exchange Vehicle ("Part-Exchange Valuation").

5.4 You have no obligation to accept any Part-Exchange Valuation and can change your mind about a part-exchange at any point until you deliver the Part-Exchange Vehicle to us and collect or take delivery of the Vehicle as long as you notify us of your decision.

5.5 Where you wish to accept the Part-Exchange Valuation we have provided and wish to continue with the part-exchange you must notify us in writing and at that point we will recalculate the Price to take into account the Part-Exchange Valuation in exchange for you transferring the Part-Exchange Vehicle and ownership of the Part-Exchange Vehicle to us.

5.6 Where there is outstanding finance owed in relation to a Part-Exchange Vehicle, at our discretion and subject to agreement with the relevant third party financier, we may offer to settle such outstanding amount on your behalf. Where we agree to settle this amount this may result in there being a shortfall due to us which we shall either recover from you as an Additional Charge or by way of an adjustment to the Part-Exchange Valuation. Where settlement results in an excess amount due to you we will provide you with a revised Part-Exchange Valuation to reflect this or pay such excess to you directly by way of electronic transfer, as agreed by us with you.

5.7 Unless you have notified us that you will not be part-exchanging the Part-Exchange Vehicle, you will not be able to collect the Vehicle or request that we deliver the Vehicle to you until you have delivered the Part-Exchange Vehicle to us and we have confirmed that it is in the same condition as it was when we provided the Part-Exchange Valuation.

5.8 For the avoidance of doubt we are entitled to reject a Part-Exchange Vehicle which is delivered to us for any reason, including but not limited to circumstances where:

- (a) the condition of the Part-Exchange Vehicle has changed since we provided the Part-Exchange Valuation or the condition of the Part-Exchange Vehicle is not as stated in the description given by you;
- (b) there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle;
- (c) the Part-Exchange Vehicle has been subject to a total loss claim;
- (d) any other issue is identified by a HPI check or equivalent vehicle history check on the Part-Exchange Vehicle;
- (e) the Part-Exchange Vehicle is not your property to dispose of or you do not have the right to sell it;
- (f) the V5 registration documentation for the Part-Exchange Vehicle is missing, incomplete or is not in your name; or
- (g) the Part-Exchange Vehicle is subject to an outstanding finance agreement or one where there is no evidence of a settlement letter.

5.9 In the event that we reject a Part-Exchange Vehicle in accordance with Condition 5.8 above we are entitled to our option to:

- (a) reject the Part-Exchange Vehicle entirely and require payment of the Price by another means; or
- (b) provide a new Part-Exchange Valuation in relation to the Part-Exchange Vehicle.

5.10 When delivering a Part-Exchange Vehicle to us, you must provide:

- (a) all sets of keys to the Part-Exchange Vehicle; and
- (b) the V5 registration documentation in your name and any associated documentation (such as service books) for the Part-Exchange Vehicle;

without which we will not accept the Part-Exchange Vehicle.

6. Collection or Delivery

6.1 The Vehicle will be stored at our showroom and we will contact you once the Vehicle is ready for collection or delivery.

6.2 Collection or delivery of the Vehicle shall be completed once you have signed our pro-forma invoice, or other such written confirmation as we may require from time to time, and we have received payment of the Price and any delivery costs (where applicable) in cleared funds, including delivery of any Part-Exchange Vehicle we have agreed to accept as part payment of the Price in accordance with Condition 5, to confirm your acceptance of the Vehicle.

6.3 Subject to any finance agreement that you may have in place, ownership of the Vehicle and the right to collect it, or have it delivered, will pass to you once you have received payment of the Price and any delivery costs (where applicable) in cleared funds and have accepted delivery of any Part-Exchange Vehicle we have agreed to accept as part payment of the Price. We own the Vehicle until payment of the Price and any delivery costs (where applicable) have been made in full and you take delivery of the Vehicle either at our showroom or at the location set out in the Order Confirmation where we have agreed to deliver to you.

6.4 If you have notified in writing or we have agreed in the Order Confirmation that you need to collect the Vehicle or require delivery by a specific date and we do not have the Vehicle ready for collection or delivery on that date, you can give us a new deadline to have the Vehicle ready, which must be reasonable, or you can cancel your Order and we will refund you

any part of the Price which you have already paid. If you give us a new deadline and we do not meet this, you can cancel your Order and we will refund you any part of the Price which you have already paid.

6.5 If you fail to collect or accept delivery of the Vehicle within 2 days of us notifying you that it is ready for collection or delivery, then we reserve the right to charge you a reasonable fee for the cost of the storage and insurance of the Vehicle and any delivery costs, until you collect it or take delivery. If you have not collected or accepted delivery of the Vehicle within 7 days of us notifying you that it is ready for collection or delivery, then we shall be entitled to terminate our Contract with you in accordance with Condition 12.1 by giving you 5 days' written notice of our intention to do so.

7. Your obligations

7.1 By entering the Contract with us you agree that you will co-operate with us and provide us with any information we may request in order to perform our obligations under the Contract.

7.2 You are responsible for ensuring that the Vehicle is fully insured, taxed and maintained from the point at which ownership passes to you.

8. The Vehicle

8.1 The Vehicle may previously have been used as a lease or rental vehicle or have had multiple users. It may also have been imported from another country. We will provide you with any information about the Vehicle on request so if you have any questions about the previous use of the Vehicle or have specific requirements we advise you to discuss these with us before placing your Order.

8.2 The images of the Vehicle on our Site are for illustrative purposes only. Although we have made every effort to display the Vehicle accurately, we cannot guarantee that your computer's display accurately reflects the appearance of the Vehicle.

8.3 The Vehicle is provided with the manufacturer's guarantee to the extent that this is still valid and has not expired. We offer additional warranty or guarantee products at extra cost, please speak to your salesperson for details. Except where you purchase an additional warranty or guarantee product, we do not offer any warranty or guarantee other than as stated in the Terms or implied by law.

9. Your rights of cancellation, return and refund

9.1 You can cancel your Contract with us at any point before you collect the Vehicle by contacting us as set out in Condition 1.3.

9.2 As a consumer, you also have legal rights in relation to a Vehicle that is faulty, not of satisfactory quality or not as described. These legal rights are not affected by your right of return and refund in this Condition 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. After you have purchased the Vehicle, your legal rights entitle you to the following:

- (a) up to 30 days after you collect the Vehicle: if it is faulty or not as described you can ask for an immediate refund or request that the Vehicle is repaired or replaced;
- (b) 30 days following collection of the Vehicle and up to 6 months thereafter: if it is faulty or not as described and we are unable to repair or replace the Vehicle then you will be entitled to a refund or Price reduction in most cases;
- (c) 6 months following collection of the Vehicle and up to 6 years thereafter: if the Vehicle has not lasted a reasonable length of time you may be entitled to a partial refund provided that the Vehicle has been used reasonably, maintained appropriately and has not been the subject of any significant alterations or damage.

9.3 Your right of cancellation where you have purchased a Vehicle by way of email or telephone. In addition to your rights set out at Condition 9 above, you have the right to cancel this Contract within 14 days of taking delivery of the Vehicle without giving any reason ("Cooling Off Period").

9.4 The Cooling Off Period will expire after 14 days from the day on which you take delivery of the Vehicle. To exercise the right to cancel in accordance with this Condition 10, you must contact us in accordance with Condition 1.3.

9.5 You can also complete and submit the [model cancellation form](#) on our Site or send a letter or email. If you use this option, we acknowledge receipt of such a cancellation by email or post without delay.

9.6 Any cancellation made in accordance with this Condition 10 should be received by us before the Cooling Off Period has expired.

Effects of cancellation

10.1 If you wish to exercise your legal rights to cancel in accordance with Condition 9 or 10 you must return the Vehicle to us at our showroom at your own cost. If you exercise your legal right to reject the Vehicle and ask for a refund we will:

- (a) refund you the Price and in certain circumstances, any delivery costs (where applicable) you paid for the Vehicle. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Vehicle;
- (b) refund the reasonable costs you have incurred in returning the Vehicle to us where it is found to be defective under Condition 9.2; and
- (c) make any refund due to you as soon as possible and in any event within 14 days after the day on which you return the Vehicle to us, using the same means of payment as you used for the initial purchase or an alternative method by prior agreement between us.

12. Our rights of Termination

12.1 Without prejudice to any other remedies or rights under the Contract or otherwise, we may terminate the Contract with you at any time by giving you written notice if you:

- (a) breach any of the Terms, which shall include non-payment of the Price, failure to collect or take delivery of the Vehicle within 7 days of us notifying you that it is ready for collection or delivery, and (if such breach is remediable), fail to remedy the breach within such time period deemed appropriate by us at the time, of being notified in writing; or
- (b) knowingly breach any of the Terms, which shall include non-payment of the Price, failure to collect or take delivery of the Vehicle within 7 days of us notifying you that it is ready for collection or delivery, and (if such breach is remediable), fail to remedy the breach within such time period deemed appropriate by us at the time, of being notified in writing; or
- (c) are the subject of a bankruptcy petition or order or we believe it reasonably likely that you will be the subject of a bankruptcy petition or order.

12.2 Upon termination of the Contract by us for any reason:

- (a) if you have made full payment for the Vehicle we may deliver it to you or refund you the Price at our discretion; or
- (b) if you have not made full payment we may take possession of the Vehicle and refund you the Deposit and any other part of the Price which you have paid less our reasonable administrative costs or require immediate payment of the remaining balance of the Price at our discretion; and
- (c) the accrued rights and remedies of each party as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12.3 For the avoidance of doubt, where we take possession of the Vehicle as a result of our termination of the Contract or where you cancel the Contract we may display the Vehicle for sale on our Site or in our showroom and use it in any demonstration or test-drive, and sell the Vehicle to another customer.

Our liability to you

13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

13.2 We only supply the Vehicle for domestic and private use. You agree not to use the Vehicle for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms included in sections 12 to 15 of the Sale of Goods Act 1979 (which include the right to receive goods that match any description given, are of satisfactory quality, fit for their usual purpose and any particular purpose which you have made known to us); and
- (d) defective goods under the Consumer Protection Act 1987.

14. Dispute Resolution

14.1 If you have any complaints, you can contact us by telephoning our Customer Services team at 01332 345987 or by e-mailing us at [info@baytreecars.com](mailto:info@baytreecars.com).

14.2 Alternative dispute resolution ("ADR") is a process by which an independent body will consider the facts of a dispute and seek to resolve them without the need for a court.

How we use your personal data

15.1 We will collect your personal data as part of our Contract with you. We only use your personal data in accordance with the [Privacy Policy](#) available on our Site. Please ensure you read the [Privacy Policy](#), as it includes important terms which will apply to you.

Events outside of our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any event or event which is beyond our reasonable control (an "Event Outside Our Control").

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects your collection of the Vehicle, we will arrange a new collection date with you after the Event Outside Our Control is over.

16.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund any part of the Price which you have already paid.

Our right to vary these Terms

17.1 We amend these Terms from time to time. We state at the beginning of the Terms when they were last updated. Every time you place an Order with us, the Terms in force at the time of your Order will apply to the Contract between you and us.

17.2 We may revise these Terms as they apply to your Order from time to time to reflect any changes in relevant laws and regulatory requirements.

17.3 If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. If you opt to cancel, we will refund any part of the Price which you have already paid.

Other important terms

18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

18.2 Where we refer to "in writing" in these Terms, this includes email.

18.3 This may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

18.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.5 Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.

18.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations; we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.7 Please note that these Terms are governed by English law. This means a Contract for the purchase of a Vehicle and any dispute or claim arising out of or in connection with it, will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.