

TERMS AND CONDITIONS

1. These terms and condition form the agreement between “Us”, (TF CAR SALES Limited) and “You” the Customer. Any other terms or condition are excluded to the maximum extent permitted by law. This does not affect a customer’s statutory rights.

2. The website is an invitation to treat, and nothing on this website shall be constructed as unilateral offer by TF CARS LTD to enter into any contractual obligation

Specification and warranty

3. The goods supplied will comply with description or model designated given by the manufacturer. Any aspects of the detailed specification which are particularly important must be recorded on the order form

4. We undertake stringent training with staff to ensure we provide a high level of service. This includes instructing staff not to make purely verbal promises to their client. Any and all aspect of any promised details of a deal must therefore be recorded in writing

5. TF CAR SALES cannot be considered liable for any recommendation made by third party, or external source of information. The Customer must check with the sales team if there are any aspects of the specification which may particularly influence their decision to purchase.

6. It is an express term of this agreement, that, prior to entering into the agreement, the Customer has examined the Goods to be purchased, and is satisfied that they meet the Customer requirements. The Customer is reminded that the condition of satisfactory quality implied by legislation does not operate to such defects which such an examination ought to reveal. If the Goods are sold subject to defect which have been notified by TF CAR SALES to the Customer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

7. The Customer accordingly confirms that they have satisfied themselves as to the suitability of the Goods for their requirements and they have not relied upon TF CAR SALES’ skill or knowledge regarding the Goods ‘fitness for any particular purpose or use

8. All of our used cars are presented with the paperwork provided at point of sale, if the car is not presented with paperwork at point sale, then the vehicle does not come with additional paperwork such as service history, handbooks or other documents.

9. All our vehicles come with one key, it is should not be presumed there is a spare key. If a spare key in not provided at point of collection we are under not obligation to provide on regardless of the cost of the vehicle. All other equipment for the vehicle will be supplied at point of handover it is accepted that there will be no further equipment supplies for the vehicle unless it is confirmed in writing by the General Sales manager for the branch.

10. On collection of the vehicle you are signing to confirm you are completely satisfied with the appearance and specification of the vehicle. We do not undertake any cosmetic work after delivery of the vehicle on the basis you are signing you have checked and are completely satisfied with the vehicle condition. We aim to ensure that the vehicle is presented at a high standard consummate with age and mileage, Repairs such as dents, scuffs, alloy wheels refurbs, paint works, tyres, wheels, stone chips, interior reconditioning will not be completed once delivery has been taken, We do offer services at an additional cost please ask your client advisor for further details.

11. We supply 3 and 6 month Mechanical Breakdown warranty with our vehicles. You will have the option to extend this Warranty to 12,24 or 36 Months, If you do not choose to purchase an extended warranty.

12. Should a fault or issue occur on your car upon will need to have the car inspected at one of our recommended garage and a claim may be submitted to the warranty company. You have a duty to take all reasonable steps to minimize any cost or expenditure, and you agree that the first such reasonable step is to allow us to inspect the vehicle with view to carrying out any work required.

Delivery/ Risk/Title

13. If the goods are not collected by the estimated handover date then you must take and pay for the goods within 7 days of being notified that they are available. If you fail to do so then we will be entitled to keep the deposit, and recover damage for all reasonable resulting losses [including loss of profit, cost] including labour and materials at usual retail rate], and expenses directly flowing from break of contract.
14. If the car is not collected in accordance with clause 13 above, storage charges will accrue at the rate of £20 per day unless otherwise agreed. The Company reserves the right to dispose of the goods in accordance with the Torts (Interference with Goods) Act 1977.
- 15 We will retain ownership of the goods until they have been paid for. You will be responsible for looking after the goods on delivery.
- 16 We shall not be liable for delay or failure in handover which is beyond our control.
- 17 If we fail to supply the goods within 21 days of the estimated date of delivery stated in this contract then you may be notice in writing, require supply of the goods within 7 days the contract shall be cancelled, if the contract is cancelled any deposit paid shall be returned and we shall be under no liability
- 18 In the unlikely event that we are unable to fulfil the order to supply goods in a satisfactory condition, we will be entitled to cancel the order. In such instance any liability will be limited to refunding you for all payments received.
- 19 Where required Delivery will be to an address with the UK nominated by you subject to reasonable security and identification checks. It is your responsibility to provide adequate information for the carrier to find the address. You agree to indemnify us against any costs that may be incurred as a result of non-delivery as a result of inaccurate instruction
20. Proof of delivery from the carrier will be presumed to be conclusive.
21. We shall not be considered liable in respect of any defect arising from fair wear and tear, willful damage, negligence or abnormal working condition (including track use).

Cancellations

The Consumer contract (information, Cancellation and Additional Charges) Regulations 2013

22. If we deliver a car to a private (not a business) without meeting them face to face the sale will be governed by these regulations. This gives you certain right that are explained below.

Contract

The Company's Sales Executive that you deal with will send you an order form detailing

- a) The main characteristics of the goods.
- b) Our address and contact details.
- c) The total price of the goods.

- d) Details of any additional delivery charges or other costs.
- e) The arrangements for payment and delivery.

Return of Vehicle

On receipt of this notice of cancellation we will contact you to confirm arrangements for collection of the vehicle. You may arrange for the return of the vehicle to us, or we will collect it at a cost of £500+VAT and a charge of £0.80+VAT per mile for the distance recorded between our premises and your address as shown on a web based distance calculator of the Company's choice. You are required to make the car available for the collection at a pre-determined date and time within 7 days of the delivery date. There is an admin fee of £149 for cancellation of contract.

Mileage and Condition

On collection the car must not have travelled more than 10 miles since delivery and must be in the same condition as it was when delivered. Any deterioration recorded at the time of collection will be valued when the car arrives at the Company's premises and details of these costs will be notified to you. Excess mileage will be charged at £0.80 per mile.

Refund

Your refund will be executed in the same way that payment was made originally by you and will be made within 30 days following delivery.

23. In all other circumstances once a contract has been signed, (or where applicable a finance agreement executed), cancellation by the Customer will only be accepted at our discretion and subject to payment of all reasonably resulting costs and/ losses. Deposits will not be refunded.

24. If the goods to be supplied by the seller are new then if after the date of this order and before the delivery of the goods to the purchaser the recommended price for the good increases, the Customer will be notified of the amount of the increase the Dealer intends to pass on to the Customer. The Customer can cancel the contract within 7 days of receipt by him of such notice, failing which such increase shall be added to the contract price for the goods.

Part Exchange and Finance Purchase

25. Any order and any allowance in respect of a motor vehicle offered in part exchange by you is subject to written acceptance TF CAR SALES and

- a) The part exchange goods must be your sole property and you must be entitled to sell them.
- b) Any outstanding finance must be disclosed.
- c) The part exchange goods must meet their description and be delivered in the same condition and with the same features, as when we examined them.

26. If these conditions are not met, we will not accept the motor vehicle and you will be obliged to pay the full price for the vehicle ordered.

27. If the delivery of the goods is delayed through no fault of our own we will be entitled to deduct an amount for depreciation of the part exchange goods. This amount will not exceed 2.5% of the agreed value of the part exchange goods for the complete 30 day period.

28. You have the legal right to withdraw from you finance agreement within 7 days; this means you must return full funds to the finance company within that period to exit the agreement; this does not affect our refund or exchanges policy and is only related to the finance agreement.

Data Protection and Privacy

29. If you are taking out finance to part fund the vehicle purchase of their vehicle, then the information you provide for the finance proposal, will be disclosed to lenders for the purposes of considering their credit application. Lender may use this information to carry out searches with credit reference agencies. A record of those searches will be kept and may be used by lenders in accessing application from the customer or member of their household, for credit in the future. Lenders will cross check the information with other lenders in order to help prevent fraud.

30. Any information collected from you will be used firstly to fulfil any service the customer might request and secondly to improve, how we may be able to serve you, by making the appropriate use of the various information.

31. The information supplied to the company by our customer is stored in our data base and is used to improve Customer Service, Marketing and overall communication. From time to time we may contact you with information about products and services we think might be of interest to you. We may share this information with other selected organisations. You have the right as an individual, to find out what information we hold about you and to make corrections if necessary. You also have the right to ask us not to use the information supplied by you, in a certain way.

General

32. Threatening or abusive language will not be tolerated. We reserve the right to refuse to deal with anyone who has been threatening or abusive in any way.

33. All our calls are recorded for staff training purposes, we reserve the right to use these recordings to access details of conversations as part of any investigation.

34. Should any of these terms and conditions be held to be unenforceable in whole, or I part, the remainder will remain valid.

35. This contract is governed by the prevailing law in England & Wales.

I understand the purchase of my vehicle is subject to the terms & conditions as set out on pages 1-5 above:

Client's Signature:..... For TF CAR SALES LTD :.....

Date..... Date.....