

## **Primoris 4X4 TERMS AND CONDITIONS 2017-2018**

**Please read all these terms and conditions.**

### **1. Application**

- 1.1 These terms and conditions will apply to the provision of services to you (**the Customer**), and ourselves, (**the Supplier**) Matthew Finch trading as **Primoris 4x4 Limited**, of Brick House, Lower End, Salford, Chipping Norton, OX7 5YP
- 1.2 'Fee' means the fee which you agree to pay for the supply of a product and / or services, by us, on these terms and conditions;
- 1.3 'we', 'us' or 'our' is a reference to Primoris 4x4 Limited (as defined above);
- 1.4 'you' or 'your' is a reference to you, the Customer, to whom we are supplying goods and/or services and who is required to pay for the goods and/or services which we supply to you;
- 1.5 'Vehicle Deposit Form' means the Vehicle Deposit Form which you can request a copy of by calling us on 01242 898986 or emailing us on [sales@Primoris4x4.co.uk](mailto:sales@Primoris4x4.co.uk)
- 1.6 'Parties' is a reference to both us and you;
- 1.7 'Premises' means the place where we will provide the Services; and
- 1.8 'Services' means the goods and/or services, including advice or assistance, opinions, and recommendations, which you wish to obtain from us, the provision of a vehicle or other items and/or other goods and/or services which we will provide to you in connection with your purchase. The precise product and / or services which we will be providing to you will be stated in your Vehicle Deposit Receipt with such additions or amendments we and you may agree from time to time.

### **2. Contact Details**

- 2.1 Our contact details are: Phone: 01242 898986; Email: [sales@Primoris4x4.co.uk](mailto:sales@Primoris4x4.co.uk); postal address: Primoris 4x4 Limited, of Brick House, Lower End, Salford, Chipping Norton, OX7 5YP.
- 2.2 All contracts made with Primoris 4x4 Limited are subject to these terms and conditions. By filling out a Vehicle Deposit Form, paying a Deposit, and signing a Vehicle Purchase Form to confirm a purchase with us, you agree to be bound by these terms and conditions.

### **3. Entering into a legally binding contract**

- 3.1 A contract between you and us will come into being when we notify you that we have received your Deposit, and you have signed our Vehicle Purchase Form, as set out in clause 4 below.
- 3.2 We suggest that before you complete and return the Vehicle Purchase Form you read through these terms and conditions. If you have any questions concerning them please ask us.
- 3.3 You should keep a copy of these terms and conditions for your records.

### **4. Making a purchase**

- 4.1 When you make a purchase, by filling out a Vehicle Deposit Form paying us an agreed Deposit, you are making an offer to buy the product / and or services at the Fee stated for them by us. At this stage there is not a binding contract between you and us.
- 4.2 On receipt of your Deposit, we will issue a Vehicle Purchase Form. The Vehicle Purchase Form will provide details of what you have purchased, the Fee that will be charged, as well as other information about the progress of your purchase and delivery information. By signing the Vehicle Purchase Form, you are then entering into a binding contract between you and us.
- 4.3 Our Vehicle Purchase Form will only cover the product and / or services mentioned in it. If you wish to add to your purchase please contact us again to discuss, any additional services should be agreed to in writing.
- 4.4 A Deposit is required to secure your purchase. If you decide to cancel your purchase (otherwise than within a 7 day 'cooling off' period) this Deposit is non-refundable.
- 4.5 If, after the expiry of the 7 day period mentioned in clause 4.4, you decide to cancel your purchase with us then your Deposit will be forfeited.
- 4.6 The Vehicle Deposit will be subtracted from the agreed Fee and this subtraction will be acknowledged on both your Vehicle Purchase Form and your final invoice.
- 4.7 We will not issue a Vehicle Purchase Form until the Vehicle Deposit has been paid.
- 4.8 Once the Vehicle Deposit has been paid then the purchase is secure except as otherwise provided in these terms and conditions.
- 4.9 Once the Vehicle Deposit has been paid the Vehicle will be removed from our website and related third-party websites and will be no longer available for sale.
- 4.10 Payment of the Fee is accepted by direct payment via internet banking and by card payment via iZettle. For other payment methods, please contact us.
- 4.11 Unless stated otherwise, all amounts stated (whether orally or in writing) are exclusive of VAT.

## **5. Sale of our Goods (Consumer Rights Act 2015)**

- 5.1 In line with the Consumer Rights Act 2015, all products sold by Primoris 4x4 Limited are to be supplied as roadworthy in so far as they should be of 'satisfactory quality', 'fit for purpose', and 'as described'.
- 5.2 'Satisfactory quality' means that the vehicle should be of a standard a reasonable person would expect, taking into account the vehicle's age, value, history, mileage, make and description.
- 5.3 'Fit for purpose' means that the buyer must be able to use the vehicle for the purposes you would normally expect from a vehicle, including any specific purpose you alert us to before you purchase the vehicle (e.g. towing).
- 5.4 'As described' means that the vehicle looks like and includes all the features listed on the Primoris 4x4 Limited website or other related third party websites.
- 5.5 Unless stated otherwise, all vehicles are sold with a valid MOT.

- 5.6 Unless stated otherwise, vehicles are not taxed when sold and it is the buyer's responsibility to purchase road tax in order to make the vehicle roadworthy.
- 5.7 Once the Fee has been paid to us, we will transfer ownership of the vehicle to you. You will then receive V5 documentation from the DVLA outlining the new ownership of the vehicle within 28 days.

## **6. Vehicle Finance**

- 6.1 Primoris 4x4 Limited works with Close Brothers Group plc to offer financing options on many of our vehicles. We are authorised by the Financial Conduct Authority to broker consumer credit.
- 6.2 By applying for vehicle finance with us and submitting an application via [www.Primoris4x4.co.uk](http://www.Primoris4x4.co.uk), you are agreeing to be bound by Close Brother's full terms and conditions. For more information please visit [www.closemotorfinance.co.uk](http://www.closemotorfinance.co.uk)

## **7. Part Exchange**

- 7.1 In some instances, we will accept your current vehicle in part exchange against the total Fee of one of our vehicles. Where this is applicable, the rate we offer you for your vehicle will be a trade rate, as opposed to a retail rate.
- 7.2 We reserve the right to refuse to take your vehicle in part exchange against your sale, if we do not deem your existing vehicle to be suitable for our re-sale purposes.
- 7.3 If we discover a fault with your part-exchange vehicle within six months of receiving it from you, we reserve the right to request a repair from you, as outlined in the Consumer Rights Act 2015.

## **8. Warranty Policy**

- 8.1 All our products are sold with a three month Warranty Policy unless otherwise stated. This does not affect your consumer rights as outlined in the Consumer Rights Act 2015, or any amendments thereof.
- 8.2 Our Warranty Policy states that if you find a fault with the vehicle within three months of purchase of the vehicle, then you shall be entitled to a repair by us or by one of our contractors.
- 8.3 If you require repairs to be carried out to the vehicle within the Warranty Policy, you must bring the vehicle back to us, at our Premises (unless advised otherwise by us), in order for these repairs to be carried out.
- 8.4 If your vehicle requires a repair as outlined within your Warranty Policy and you attempt to make the repair yourself; you take the vehicle to be repaired at another Premises by another motor trader; or you take the vehicle to an independent car garage, then we will not be held liable or responsible for any third-party repair costs.
- 8.5 The Warranty Policy covers repairs to make the vehicle roadworthy, as outlined in clause 5.1 above. This includes the following items at a minimum: engine, gearbox, steering, suspension, brake part systems, engine cooling system, fuel system, ignition system, transmission system. Additional items may be included at our discretion, and will be outlined on your final invoice.
- 8.5 The Warranty Policy does not cover items deemed to be excluded from the description outlined in clause 5.1; items such as but not solely: the air-conditioning, satellite navigation, or radio systems.

## **9. Timing**

- 9.1 We aim to carry out the services by the dates and times we either agree with you or notify to you. If we do not start or complete performing the services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the services or complete performing them or you can cancel the contract.
- 9.2 Where we have started performing the services and you decide you wish to cancel the contract you will have to pay for any services we have performed up to the date of cancellation and for any parts or other materials or items which we have a legal obligation to pay for.
- 9.3 What is a reasonable period of time depends on the types of services we will be performing and the length of time they will take to perform.

## **10. Situations or events outside our reasonable control**

- 10.1 In addition, there are certain situations or events which may occur that are not within our reasonable control (some examples are given below). Where one of these occurs we will normally attempt to recommence performing the services as soon as the situation which has stopped us performing the services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the services.
- 10.2 The following are examples of events or situations which are not within in our reasonable control:
- (a) where weather conditions make it impossible or unsafe for us to perform any of the services;
  - (b) if parts or other materials are not delivered on the date or at the time agreed with the supplier of those parts or other materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
  - (c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different parts or other materials);
  - (d) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the services (or the relevant part of the services dependent on the other provider if ordered at short notice);
  - (e) where we are unable to gain access to the Premises to carry out the services at the times and dates we have agreed with you;
  - (f) for other some unforeseen or unavoidable event or situation which is beyond our reasonable control.
- 10.2.1 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
- (a) continuing to wait until we are able to recommence performing the Services, if you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or

- (b) allowing you cancel the contract, if you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any items or materials for which we have a legal obligation to pay.

## **11. Exclusion and limitation of liability**

- 11.1 We do not exclude or limit liability for our negligence or negligent omission which causes personal injury or results in death but otherwise, to the fullest extent allowed by law, Primoris 4x4 Limited excludes all other liability and accepts no liability for injury, loss or damage to you, or any third party, in respect of the provision of the product and / or services, including (without prejudice to the generality of the foregoing) we exclude all indirect and consequential loss, loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, loss of or damage to reputation.
- 11.2 To the extent that we may legally do so we limit our liability under the contract to the amount of the Fees.
- 11.3 You must observe and comply with all applicable regulations and legislation, including these terms and conditions and the policies set out on our website.
- 11.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable law which are rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **12. Cancellations of purchase**

- 12.1 If we agree to allow you to cancel outside of the 7 day period mentioned in clause 4.4 any Vehicle Deposit already paid by you will not be refundable.
- 12.2 Once we and you enter into a binding contract you will not normally be able to cancel the contract, except in accordance with your statutory rights, or as we agree, or as otherwise provided for in these terms and conditions.
- 12.3 Once your Vehicle Purchase Form has been accepted by us, if, for any reason, you wish to change or cancel your purchase you can do so up to 48 hours afterwards, unless you have instructed us to provide the goods or services within that time in which case you have lost your right to cancel. Outside of this time period it is at our sole discretion if we allow you to cancel.
- 12.4 If you wish to cancel please notify us as soon as possible by calling 01242 898986 or Email: [sales@Primoris4x4.co.uk](mailto:sales@Primoris4x4.co.uk)
- 12.5 On cancellation of the contract, you will be responsible for the cost of:
  - (a) any of our time in performing the services up to the date we stop providing the services;
  - (b) any parts, goods or other materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled).
  - (c) any use of the product up to the cancellation date. Miles covered in the vehicle will be liable to a charge; costs will be charged at 40p per mile.
- 12.6 If you:

- (a) purport to cancel the contract; or
- (b) give notice purporting to cancel; or
- (c) otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided in for in these terms and conditions. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered.

### **13. Amendments to the contract terms and conditions**

13.1 We will have the right to amend the terms and conditions of this contract where:

- (a) we need to do so in order to comply with changes in the law or for regulatory reasons; or
- (b) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

13.2 Where we are making any amendment we will give you ten (10) days' prior notice (unless the contract is terminated before that period).

### **14. Contacting each other**

14.1 If you wish to send us any notice or letter then it needs to be sent to Brick House, Lower End, Salford, Chipping Norton, OX7 5YP and should be marked for the attention of Matthew Finch, Primoris 4x4 Limited or sent by email to [sales@Primoris4x4.co.uk](mailto:sales@Primoris4x4.co.uk). If we wish to send you a letter or notice we will use the address, whether postal or email address, which you have given in your Vehicle Deposit Receipt.

### **15. Contracts (Rights of Third Parties) Act 1999**

15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

### **16. Invalidity**

16.1 If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### **17. Law and jurisdiction**

17.1 This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

### **18. How to contact us:**

Email: [sales@Primoris4x4.co.uk](mailto:sales@Primoris4x4.co.uk)

Telephone: 01242 898986