

## General Terms and Conditions

These Terms and Conditions of Sale ("**Terms**") will apply to any contract between us for the sale of a Vehicle made away from one of our showrooms ("**Contract**"). Please read these Terms carefully and make sure that you understand them before placing an order as 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 or keep a copy of these Terms or save them to your device for future reference.

We amend these Terms from time to time as set out in Condition 14 and the latest version will be available on our Site. Every time you wish to purchase a vehicle, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 09 January 2024.

**Your attention is drawn to Condition 11 which sets out your rights as a consumer and Condition 10 which explains the limits on our liability to you.**

## 1. Information about us

1.1 We are Carvender Ltd a company registered in England and Wales with company number 11518355 and with our registered office at Carvender Ltd, Unit 1, Theydon Business Park, Hobbs Cross Road, Epping, CM16 7NY ("**we**", "**us**", "**our**"). Our VAT number is 317 600 918. We operate only from 1 retail site across the country.

1.2 We operate the website [www.carvender.co.uk](http://www.carvender.co.uk) ("**Site**").

1.3 If you have any questions, complaints, or want help with an order (including cancellations), we can be contacted via the salesperson who handles your enquiry, or our Home Delivery team on 0800 999 1236 or by emailing us at [london@carvender.co.uk](mailto:london@carvender.co.uk).

1.4 If we have to contact you or give you notice in writing we will do so by e-mail or by post to the address you provide to us in your Order.

## 2. How the Contract is formed between you and US

2.1 Reservations for home delivery will be governed by our Home Delivery Terms of Reservation ("**Reservation Terms**") and except where stated otherwise in these Terms, these do not form part of our Contract with you to sell the Vehicle.

2.2 When you arrange home delivery of a vehicle and make an offer to purchase it ("**Vehicle**") either via our Site or over the telephone you are placing an "**Order**" with us for the purchase of the Vehicle which is subject to these Terms.

2.3 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. The Order will include full particulars of the Vehicle to be purchased, delivery date, time slot and location ("**Delivery**") and details of the total price. We may also follow this up with a telephone call.

2.4 These Terms shall become binding on you when:

(a) we send your Order Confirmation;

(b) you make payment of the Price to us; or

(c) we commence processing the Order;

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

2.5 Any Order placed by you is subject to acceptance by us. 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.

2.6 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 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 in accordance with Condition 6.

### 3. Price of Vehicle and additional charges

3.1 The “**Price**” of the Vehicle will be as quoted in our showroom, the Site, or otherwise notified to you in writing in the Order Confirmation. We take all reasonable care to ensure that the Price is correct at the time of your Order. However please see Condition 3.6 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\* (“**Deposit**”) but does not include:

(a) an administration charge\* (“**Admin Fee**”);

(b) any charges to transfer the Vehicle from its location to the nearest home delivery hub\* (“**Transportation Fee**”);

(c) any additional Delivery/Re-Delivery Fee\* (“**Delivery Fee**”);

(d) vehicle insurance;

(e) vehicle tax;

(f) vehicle first registration fees; and

(g) the charges associated with any additional Carvender products which you have chosen,

(\* the Deposit, Admin Fee, Transportation Fee and Delivery Fee (if any) will each be confirmed to you by our sales team in your reservation acceptance email)

3.3 The cost of Delivery Fees and vehicle first registration fees (where applicable) will be charged in addition to the Price at the applicable rates as notified to you on your Order Confirmation. You will also be required to register and pay vehicle tax with the Driver and Vehicle Licensing Agency and have vehicle insurance in place before you are able to drive the Vehicle.

3.4 The Price, vehicle first registration fees (where applicable) and Delivery Fee 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 Delivery, we will adjust the VAT you pay, unless you have already paid for the Vehicle in full before the change in VAT takes effect.

3.5 Prices for our vehicles may change from time to time, but, other than where identified in Condition 3.6, changes will not affect any Order that you have already placed.

3.6 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:

3.6.1 we will ask you whether you wish to proceed at the correct Price;

3.6.2 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; and

3.6.3 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.

3.7 Payments can be made:

3.7.1 by credit or debit card;

3.7.2 electronic transfer where we have agreed to do this in advance; or

3.7.3 through the means set out in a separate finance agreement with one of our approved panel of lenders.

3.8 Orders placed by members of the motor trade will include a trade administration fee of £499 in addition to the Price.

## 4. Payment & Delivery

4.1 Delivery of the Vehicle and the Delivery Fee will be as set out in your Order. You must pay all charges for the Vehicle in full and cleared funds (less any Part-Exchange Valuation in accordance with Condition 7.3) by 3pm on the day immediately before we confirm you the delivery date within 3 working days once all funds have been cleared ("**Due Date**").

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

(a) delay the Delivery or charge you a re-delivery fee equal to the Delivery Fee ("**Re-Delivery Fee**") if we need to rearrange a new delivery date and/or time and charge you for storage and insurance in accordance with Condition 4.5;

(b) charge you interest on the Price at the rate of 2% above the annual 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 5.5 by giving you written notice.

4.3 Only you may accept Delivery of the Vehicle and will be required to present your valid UK driving licence to prove your identity. Failure to provide a UK driving licence which matches the information provided to us as part of the Order may delay the delivery of the Vehicle or result in you being charged a Re-Delivery Fee. We may authorise for working people to handover your vehicle to a nominated person authorised by you in the absence of non of them we may park the vehicle in your home parking put all the documents and keys through letter box and make a short video as a proof.

4.4 If you need to rearrange the Delivery for any reason, to avoid a Re-Delivery Fee, please contact us with at least 24 hours' notice prior to the Delivery. If you need to re-

arrange the Delivery with us on less than 24 hours' notice before the Delivery, you will be charged the Re-Delivery Fee.

4.5 If you do not re-arrange Delivery after a failed delivery attempt or cancellation requiring re-scheduling, 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 re-arrange delivery we may end the Contract and Condition 6.1 will apply.

4.6 Upon Delivery, you will be required to inspect the Vehicle and acknowledge acceptance by signing our invoice or such other written confirmation as we may require from time to time, from which point the Vehicle will be your responsibility, subject to any finance agreement that you may have in place. If on inspection of the Vehicle you are not satisfied and do not wish to purchase the Vehicle, you may end the Contract and Condition 5 will apply, or you can call our Home Delivery Team to discuss (as set out in Condition 1.3).

## 5. Cancellation

5.1 You have the right to cancel your Order at any time before Delivery by contacting us as set out in Condition 1.3.

5.2 Once the Vehicle has been delivered to you, you have the right to cancel the contract within 14 days from Delivery ("**Cancellation Period**") without giving any reason. The last date of your Cancellation Period will be set out in your Order.

5.3 To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement (e.g. by e-mail to support@carvender.co.uk or call 0800 999 1236). You may use the model cancellation form which will be given to you at delivery time.

### Model Cancellation Form

Complete and return this form only if you wish to withdraw from the contract:

To: Carvender Ltd, Unit 1, Theydon Business Park, Hobbs Cross Road, Epping, CM16 7NY.

Email: london@carvender.co.uk

Tel: 0800 999 1236

I hereby give notice that I cancel my contract of sale of the following vehicle:

1. Registration    1. Make    1. Model    1. Mileage    1. Trim

Ordered/received [\*] on: \_\_\_\_\_

Name of customer: \_\_\_\_\_

Address of customer: \_\_\_\_\_

Signature of customer: \_\_\_\_\_                      Date: \_\_\_\_\_

[\*] Delete as appropriate

5.4 To meet the cancellation deadline send your communication concerning your exercise of the right to cancel as soon as possible before 5pm on the last day of the

Cancellation Period and return the Vehicle within the next 48 hours and in accordance with Condition 6.3.

5.5 We may cancel the Order for any reason, including but not limited to circumstances where:

(a) we have reason to believe you do not intend to or are unable to, purchase the Vehicle;

(b) you have reserved or attempted to reserve a number of vehicles which we believe to be unreasonable at the same time or have done so in the past;

(c) we believe the Vehicle does not meet any of the specific requirements which you may have notified us of; or

(d) we believe that the Vehicle will not be suitable for sale.

## 6. Effects of Cancellation

6.1 Subject to Condition 6.2 below, if you cancel your Order in accordance with Condition 5.1 or 5.2, we will refund to you any part of the Price which you have already paid using the payment method used by you to pay. However, your Deposit will be refunded in accordance with the Reservation Terms.

6.2 If you cancel your Order in accordance with Condition 5.2, we may make a deduction from the amount we refund to you for any loss in the value of the Vehicle, and you are liable for any diminished value of the Vehicle resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the Vehicle. The Vehicle must be in the same condition it was (except for reasonable wear and tear for the period it is under your control), free from damage, correctly fuelled and not have been in any accident from the point of Delivery. If it is not, then we may seek to deduct these costs from your refund. If the Vehicle has travelled more than 20 miles since Delivery we will charge you an excess of £1 per mile for each mile after the first 20 miles and this amount will be deducted from the amount we refund to you.

6.3 The Vehicle and its V5c registration document with keys and any extras as provided by us (such as service history, MOT certificates, locking wheel nut) must be returned to us with the car and can be done as follows:

(a) It is your responsibility to return the vehicle without undue delay and in any event not later than 48 hours from the day on which you communicate your cancellation of this contract to us.

6.4 We will make the refund within 14 days of Condition 6.3 being complied with.

6.5 If you cancel your Order in accordance with Condition 5.2 and have partly funded your purchase with a Part-Exchange Vehicle which we have taken away, where possible we will make your Part-Exchange Vehicle available for collection, but in the event that we are no longer able to, we will refund the Part-Exchange Valuation amount to you in cash by bank transfer.

6.6 The vehicle must not be driven from the date you notify us of your cancellation, other than to drive it back to us.

6.7 You will remain liable for the vehicle and so for its tax, insurance, and any fines, charges or penalties until it has been accepted back to our premises.

6.8 You will have to bear the direct cost of returning the goods and take full responsibility for the safe return of the vehicle.

6.9 You are only liable for any diminished value of the goods resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the goods according to the previous reference to test drives.

## 7. Part-Exchange

7.1 If you have a vehicle you wish to part-exchange ("**Part-Exchange Vehicle**") you must:

- (a) notify us in advance of placing an Order;
- (b) provide us with all information regarding the Part-Exchange Vehicle which we may reasonably request; and
- (c) ensure the Part-Exchange Vehicle is available at the same location and time as Delivery of the Vehicle in order for us to collect it.

7.2 If we agree to consider your Part-Exchange Vehicle, we will visually inspect it on delivery but the part exchange valuation will remain provisional unless it comes to our site and our mechanics will do physical reappraisal to ensure it matches the description you provided. 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.

7.3 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**"). If the Part-Exchange Vehicle is not as described and this is deemed to reduce the Part-Exchange Valuation, you will have the option to pay the difference or cancel the contract (save that we will retain any Deposit and reserve the right to charge you any applicable Delivery Fee).

7.4 You have no obligation to accept any Part-Exchange Valuation and can change your mind about a part-exchange at any point prior to Delivery of the Vehicle and our acceptance of the Part-Exchange Vehicle, as long as you notify us of your decision and subject to Condition 7.3.

7.5 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.

7.6 Unless you have notified us that you will not be part-exchanging the Part-Exchange Vehicle, on Delivery we will not hand over the Vehicle until we have confirmed that it is in the same condition as communicated to us when we provided the Part-Exchange Valuation.

7.7 For the avoidance of doubt we are entitled to amend a Part-Exchange Valuation and 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;
- (b) the condition of the Part-Exchange Vehicle is not as stated in the description given by you;
- (c) there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle;
- (d) the Part-Exchange Vehicle has been subject to a total loss claim;
- (e) any other issue is identified by a HPI check or equivalent vehicle history check on the Part-Exchange Vehicle;
- (f) the Part-Exchange Vehicle is not your property to dispose of or you do not have the right to sell it;
- (g) the V5c registration documentation for the Part-Exchange Vehicle is missing, incomplete or is not in your name; or
- (h) you have not provided all sets of keys, locking wheel nuts and other accessories to the Part-Exchange Vehicle.

7.8 In the event that we reject a Part-Exchange Vehicle in accordance with Condition 7.7 above we are entitled at 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.

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

- (a) all sets of keys to the Part-Exchange Vehicle; and
- (b) the V5c 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.

7.10 We do not store Part-Exchange Vehicles. Please see Condition 6.5 in the event you cancel the Contract.

## 8. The Vehicle

8.1 The Vehicle we only deal privately owned previously. We do not obtain details of the Vehicle's previous use, but the majority of our vehicles have been owned by private individuals. We will provide you with any additional information about the Vehicle that we can on request, but make no guarantee that the Vehicle will be provided with a full service history. 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 in real time in natural day light. Although we have made every effort to display the Vehicle accurately, however there may can be

some sunshine or surrounded things reflection on the pictures so please do not mix them with dents and scratches.

8.3 The specification of the Vehicle is as provided by the manufacturer of the Vehicle when it is new. As such, we do not guarantee the accuracy of such information as it is provided to us by third parties.

8.4 The tax payable by you in respect of the Vehicle is based on information provided to us by third parties. We cannot guarantee its accuracy. The amount of tax payable by you may change from time to time in line with current legislation.

8.5 The Vehicle will be provided with the following:

(a) to the extent that it is still valid and has not expired, any manufacturer's warranty (if applicable)

(b) The vehicle will have minimum 6 months MOT if it is less than 6 months we will give fresh MOT

(c) The vehicle will come with fresh service if it is due within 3 months

(d) The vehicle under 10 years of age will come with 90 days free nationwide warranty Engine & Gearbox (Parts and Labour inclusive)

8.6 we do not offer any extended warranty or guarantee in respect of the Vehicle. This does not affect any legal rights you may have as a consumer purchasing a Vehicle.

## 9. Your obligations

9.1 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.

9.2 You must hold a valid driving licence which allows you to drive in the UK in order to place an Order with us.

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

## 10. Our liability to you

10.1 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.

10.2 If you are purchasing a Vehicle as:

a consumer, 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

a business, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity (including any investment costs incurred in relation to the conversion or modification of the Vehicle of any kind).

10.3 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) breach of your legal rights under The Consumer Rights Act 2015 (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); or
- (d) for defective goods under the Consumer Protection Act 1987.

## 11. Faulty Vehicles

11.1 We are under a legal duty to supply the Vehicle in conformity with this Contract. As a consumer, you have legal rights in relation to a Vehicle that is faulty, not of satisfactory quality, not fit for their usual purpose or not as described. These legal rights are not affected by your right of return and refund in this Condition 11 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Any amounts paid to us by you in respect of the Vehicle that does not meet these requirements will be repaid to you in full following compliance with Condition 11.2.

11.2 If you wish to exercise your legal rights to reject a faulty Vehicle:

- (a) you should contact us as set out in Condition 1.3; and
- (b) where requested by us, you must return the Vehicle (along with its V5c document, any keys and any extras provided by us (such as service history, MOT certificates, locking wheel nut, etc.)) within 48 hours after the day you reject the Vehicle. Return of the Vehicle can be effected by either:
  - (i) contacting us to arrange a date for us to collect the Vehicle from you; or
  - (ii) bringing the Vehicle to our Carvender Ltd showroom.

11.3 If you have not received a new V5c document following your purchase of the Vehicle, we may require a deposit of £250. We will release this on receipt of the new V5c document provided that you supply this to us within 14 days of returning the Vehicle to us.

## 12. Dispute Resolution

12.1 If you have any complaints, you can contact us by telephoning our Customer Care team on 0800 999 1236 or by e-mailing us at london@carvender.co.uk.

12.2 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.

## 13. Events outside of our control

13.1 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**”).

13.2 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.

13.3 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 as set out in Condition 1.3. If you opt to cancel, we will refund any part of the Price which you have already paid, subject to these Terms.

## 14. Our right to vary these Terms

14.1 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.

14.2 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.

14.3 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 you in accordance with Condition 6.

## 15. Other important terms

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

15.2 Where we refer to “**in writing**” in these Terms, this includes email.

15.3 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.

15.4 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.

15.5 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 will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If 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.

15.6 These Terms, and any Contract between us, are only valid in the English language.

15.7 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.