

**TERMS AND CONDITIONS OF SALE**  
(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

**GENERAL**

1. These terms and conditions, together with the details set out on the previous page(s), are intended to contain all the terms of the agreement between us (as the vendor) and you (as the purchaser) relating to the sale and purchase of the Vehicle or Part(s) described overleaf (the "Goods"), hereinafter the "Agreement". If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives. If we agree any variation in the Goods to be supplied, this shall be deemed to be an amendment to this Agreement rather than a new agreement.
2. You must provide us with any information we need in order to comply with money laundering legislation, and guarantee the accuracy of the information so supplied.
3. If this Agreement relates to the purchase of a vehicle, you may arrange for a finance company to purchase it from us for the Purchase Price within 7 days of being notified that it is ready for delivery. The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly. When the finance company purchases the Vehicle, clauses 4 to 5, 8 to 15 and 18 to 20 inclusive of this Agreement shall cease to apply. The provisions of this Agreement relating to the Part Exchange Vehicle (if any) shall continue to apply but we shall account for the Part Exchange Allowance and any deposit paid under this Agreement to the finance company on your behalf.

**PRICE**

4. The Purchase Price is the price for the Goods, including where applicable accessories, vehicle excise duty, delivery and VAT, current at the date of the order. If the rate or amount of VAT or vehicle excise duty changes between the date of order and the date of delivery, you must pay the amount current at the date of delivery.
5. If Bayerische Motoren Werke AG of Munich, Germany (the "Manufacturer") or the importer or other supplier of the Goods changes the recommended price after you have ordered them but before delivery, we will notify you of any revision we propose to make to the Purchase Price. If we propose an increase in the Purchase Price, or a decrease which is less than the decrease in recommended price, you may give notice within 14 days cancelling this Agreement, in which case clause 14 shall apply. If we do not receive notice of cancellation within this period, the Purchase Price will be amended as proposed.

**PART EXCHANGE VEHICLE**

6. If we have agreed to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we shall only be bound to do so if the Part Exchange Vehicle is:
  - (a) free from any hire purchase agreements, charges or other encumbrances (together "Encumbrances") which you did not disclose to us before the date of order;
  - (b) delivered to our place of business before we deliver the Goods to you; and
  - (c) in the same condition (subject only to fair wear and tear and reasonable increase in mileage) on delivery to us as it was when we examined it before agreeing the Part Exchange Allowance.
  - (d) free from any problems or difficulties except those specifically brought to our attention when we agreed to accept the Part Exchange Vehicle; and you have full title to the Part Exchange Vehicle.If you fail to satisfy any of the above conditions, we will not be obliged to accept the Part Exchange Vehicle or to allow the Part Exchange Allowance against the Purchase Price and you may be required to pay the full Purchase Price before you can take delivery.
7. If the payment required to release the Part Exchange Vehicle absolutely from any Encumbrances is greater than the amount you disclosed to us before the date of order, or if the Part Exchange Vehicle is delivered in a worse condition or with an unreasonable increase in mileage, we may nevertheless in our discretion agree with you a reduced Part Exchange Allowance and accept the Part Exchange Vehicle.

**DELIVERY**

8. Whilst we will endeavour to deliver the Goods by the estimated delivery date, we will not be liable for any claim for compensation of any description arising out of a delay in delivery due to reasons beyond our control. In the event of such a delay, we will contact you to agree an alternative delivery date.
9. We may give you notice cancelling this Agreement at any time before delivery if the Manufacturer ceases to make the model or specification of the Goods, or if we are unable to obtain them from the importer or other supplier, and clause 14 will apply.
10. If we are unable to supply any accessory (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer at your option either to substitute a reasonable equivalent or to delete the accessory from this Agreement and adjust the Purchase Price accordingly. Subject to this, you shall have no claim against us in respect of our failure to supply any accessory, and shall not be entitled to cancel the Agreement.
11. If we fail to deliver the Goods within 42 days of the estimated delivery date, you may give us notice requiring delivery. If we fail to deliver within 14 days of receipt of such notice, you may give us notice cancelling the Agreement and clause 14 will apply.
12. We will inform you when the Goods are ready for delivery, and you must pay the Purchase Price (less any deposit and/or Part Exchange Allowance) and take delivery within 14 days of being so informed. All payments must be made by a method (such as payment card, automated payment, building society cheque, banker's draft, cash, CHAPS etc.) agreed with us in advance. Where we have agreed to accept a personal cheque, the cheque must be received no less than five banking days before delivery. If you fail to pay the Purchase Price and take delivery within 21 days of being informed that the Goods are ready for delivery, we may give you notice cancelling the Agreement and clause 15 shall apply.
13. If this Agreement relates to the purchase of a vehicle then, except as permitted by clause 3, you may not assign the Agreement to any other person and may not resell the vehicle for commercial purposes within four months of its delivery. A resale within that period shall be deemed to be for commercial purposes unless, at the date of the Agreement, you did not intend to resell the vehicle. You warrant that you have no such intention and, if we discover before delivery that this warranty is untrue, we may give you notice cancelling the Agreement, in which event clause 15 will apply.

14. If we cancel the Agreement pursuant to clause 9, or if you cancel the Agreement pursuant to clauses 5 or 11, we will refund your deposit and, provided the cancellation was due to circumstances beyond our reasonable control, we shall have no further liability to you.

15. If we cancel the Agreement pursuant to clauses 12 or 13, we will endeavour to sell the Vehicle to another person. If it is not sold within a reasonable time, we will sell it at auction. Within 7 days of the date of sale, we will give you a statement showing the sales price and any additional costs we have incurred in reselling the Vehicle and will refund the balance of your deposit, if any, after deducting the amount we have lost (i.e. any reduction in the sales price and the additional costs of resale). If our loss is greater than your deposit, you must pay us the difference within 7 days. We will provide copies of any receipts if you request them.

**TRANSFER OF OWNERSHIP AND RISK**

16. The Goods will continue to belong to us until the total Purchase Price has been paid in full. You will, however, be responsible for any loss or damage from when they are delivered to you, and should insure accordingly. A cheque will not be treated as payment until it has been cleared. Ownership of the Part Exchange Vehicle will transfer to us when you take delivery of the Goods.

**WARRANTY**

17. If the Goods are new, we undertake that any pre-delivery work specified by the Manufacturer will be carried out and they will be sold with the benefit of the BMW Dealer Warranty. The BMW Dealer Warranty is additional to your statutory rights and is not affected by any change of ownership of the Goods. Remedial work under the BMW Dealer Warranty may also be carried out by any other dealer or service workshop in the European Economic Area authorised directly or indirectly by the Manufacturer, who may repair or replace any defective parts or (if he considers repair or replacement uneconomic) refund an appropriate part of the Purchase Price. We will supply you with a full copy of the BMW Dealer Warranty terms on delivery of the Vehicle.

**DISTANCE SELLING AND OFF-PREMISES CONTRACTS**

18. If you are a consumer and if this Agreement has been concluded (a) under an organised distance sales or service-provision scheme without the simultaneous physical presence of you and us, with the exclusive use of one or more means of distance communication up to and including the time at which the Agreement is concluded or (b) in the simultaneous physical presence of you and us, in a place which is not the business premises of us, you have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the Goods. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send the communication concerning your exercise of the right to cancel before the cancellation period has expired.

19. If you cancel this Agreement subject to clause 18, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you any Goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or (c) if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.

20. You shall send back the Goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired. You will have to bear the direct cost of returning the Goods. The cost is estimated at a maximum of approximately £500. You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods. If we have agreed to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we have the option of either returning the Part Exchange Vehicle or refunding the Part Exchange Allowance.

**LIMITATION OF LIABILITY**

21. Unless set out otherwise below, we limit our liability for any breach of this Agreement (and for any other liability arising out of or connected to this Agreement) to the amount of the Purchase Price. We expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss. The limitations of liability in this clause 21 do not apply in cases of fraud, death or personal injury.

**NOTICES**

22. Unless stated otherwise in this Agreement any notice to be given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

**GOVERNING LAW AND JURISDICTION**

23. This Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the Courts of England.