

## **TERMS AND CONDITIONS OF SALE**

### **OF**

FindYourOldMotor.com

#### **1 DEFINITIONS**

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Services from the Supplier;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Supplier and the Buyer for the provision of Services incorporating these Terms and Conditions;
- 1.4 "Services" means the services that the Buyer agrees to buy from the Supplier;
- 1.5 "Supplier" means FindYourOldMotor.com of 144 Pinner View, London, HA1 4RN that owns and operates FindYourOldMotor.com;
- 1.6 "Terms and Conditions" means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
- 1.7 "Website" means FindYourOldMotor.com.

#### **2 CONDITIONS**

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.4 Any complaints should be addressed to the Supplier's address stated in clause 1.5.
- 2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.

#### **3 ORDERING**

- 3.1 All orders for Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 3.2 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the Order Process section within the website.

#### **4 PRICE AND PAYMENT**

- 4.1 The price of the Services shall be that stipulated on the Website. The price is inclusive of VAT.
- 4.2 The total purchase price, including VAT, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

- 4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Services together with information on the right to cancel if the Buyer is a Consumer
- 4.4 Payment of the price plus VAT, if applicable, must be made immediately. Payment must be made without deduction or set-off.
- 4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.

## **5 PERFORMANCE**

- 5.1 The Supplier shall begin to perform the Services immediately.
- 5.2 The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

## **6 RIGHTS OF SUPPLIER**

- 6.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 6.2 The Supplier reserves the right to withdraw the Services from the Website at any time.
- 6.3 The Supplier shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order.

## **7 AGE OF CONSENT**

- 7.1 Where the Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Services.
- 7.2 If the Supplier discovers that the Buyer is not legally entitled to order certain Services, the Supplier shall be entitled to cancel the order immediately, without notice.

## **8 CANCELLATION**

Where the Buyer is a Consumer, the Buyer has the right to cancel the Contract, by notice in writing, at any time before seven working days has passed from the day after the Contract was made. If, however, the Supplier starts to perform its side of the Contract with the agreement of the Buyer before the Buyer exercises this right to cancel, the right to cancel is lost.

## **9 LIMITATION OF LIABILITY**

- 9.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

9.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

**10 WAIVER**

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this agreement shall prejudice its rights to do so in the future.

**11 FORCE MAJEURE**

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and the Supplier shall be entitled to a reasonable extension of its obligations.

**12 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

**13 CHANGES TO TERMS AND CONDITIONS**

13.1 The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

13.2 Any renewal of the Services will be subject to the Supplier's then current Terms and Conditions.

**14 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**SCHEDULE**

**Special Conditions**

None