

# General Terms and Conditions of Sale

## Five Acres Ltd

### **Definitions**

"Goods" include, but is not limited to, replacement parts, tyres, accessories and fluids.

"Services" include, but is not limited to, vehicle repairs, maintenance and hire.

"The Company" is Five Acres Ltd, trading as Five Acres Garage, Five Acres Nissan, Five Acres Dacia and Five Acres Vehicle Hire.

"Customer" is the individual or entity that has requested the supply of Goods and Services from The Company, and/or will be responsible for the settlement of charges levied for the supply of the aforementioned Goods and Services.

"Vehicle(s) Offered" are vehicles owned by the Customer that they are offering to The Company either as a Part Exchange in partial settlement of charges levied for the supply of a New or Second-Hand vehicle by The Company or for an outright purchase by The Company.

### **General**

1. All Goods and Services supplied by The Company must be paid for at time of collection or delivery unless an authorised credit account is held.
2. If an authorised credit account is held full settlement of the account must be received by The Company by the 28<sup>th</sup> calendar day of the month following the date of The Company's supply invoice. We reserve the right to suspend or withdraw credit facilities for overdue or repeatedly delinquent accounts or for credit accounts that remain dormant for more than 18 months.
3. Goods and Services shall remain the property of The Company until paid for in full.
4. The Company may repossess the Goods if any sum due in respect of them is outstanding and the Customer hereby grants The Company an irrevocable licence to enter upon any premises of the purchaser for that purpose of so doing.
5. Goods delivered by The Company must be inspected by the Customer and any damage, shortage or other discrepancy must be detailed on The Company's Delivery Sheet by The Customer and the item(s) and packaging must be retained for inspection, where applicable, by The Company.
6. Goods collected from The Company's premises must be inspected by The Customer prior to departure and any damage, shortage or other discrepancy must be highlighted at that time. Claims for damage or other discrepancy will not be accepted by The Company after the Goods have left The Company's premises.
7. Unique or Vehicle Identification Number (VIN) specific items including, but not limited to, number plates, keys, remotes, etc. must be paid for in full at point of ordering and will be non-refundable.
8. Electrical Goods, Body Panels and Goods specially ordered on a Customer's behalf will not be accepted for credit.
9. Where a surcharge is made by The Company upon supply of an Exchange Part, the old or core part must be returned to The Company within fourteen (14) days to obtain full credit of the surcharge. Other criteria upon the condition of the old or core part may be specified by the Manufacturer and will have a bearing on the acceptance of the old or core part for credit.
10. Goods supplied ex-stock will only be accepted for credit, subject to a handling charge, within seven days of purchase and then only if returned unused, in original packaging and in a saleable condition.
11. Should a part fail under the Terms of the Manufacturers' Warranty, confirmation of eligibility and replacement of that part must be carried out by The Company or other Manufacturer-Authorised Repairer. Neither The Company nor the Manufacturer will reimburse the Customer nor any third party for charges levied for replacing such parts.
12. The Company may use information about our Customers now and in the future; (i) to provide you with information on products and services for marketing purposes, (ii) for market research and (iii) tracking of sales data. Please see our Privacy Policy for more information, available upon request or online at [jenkinsgroupholdings.co.uk/privacy](http://jenkinsgroupholdings.co.uk/privacy).
13. Any Terms and Conditions detailed on the Company's Supply Invoice, Job Card and/or Vehicle Order Form apply in addition to these General Terms and Conditions.

### **Vehicle Repair & Maintenance**

1. In accepting the customer's vehicle for repair and / or service, The Company have agreed to carry out the work described and to incorporate all necessary parts and materials incidental thereto on the terms set out below. By delivering the vehicle to us, the Customer has agreed to pay our charges.
2. While carrying out the work requested by the Customer we may discover that, in the interest of safety or satisfactory completion of the work requested, additional work appears necessary. In such cases we will promptly contact the customer to obtain approval for carrying out the additional work. If the customer is unable to be contacted, we may carry out any work that may be required that affects the control and / or safety of the vehicle. All work carried out and goods supplied will be charged on completion of all necessary work.
3. By requesting The Company to process claims on their behalf against Manufacturers or Insurance Companies under any Warranty or Guarantee that may be applicable, the customer agrees to pay The Company for any part of the claim(s) that are rejected in whole or in part, for whatever reason, by the Manufacturer or Insurance Company. We are not agents for any Manufacturer, Insurance Company or Financial Institution for any purpose whatsoever.
4. We will endeavour to meet reasonable requirements concerning the date and time of completion of the work. However we do not accept responsibility for any delay in the completion caused by circumstances beyond our control.
5. We accept vehicles for repair or servicing subject to the provisions of Torts (Interference of Goods) Acts 1977, which confers on us the right of sale of uncollected vehicles.
6. In the event of a defect arising following completion of the work described on The Company's supply invoice which is, in the customer's opinion, due to our workmanship, we will carry out the necessary corrective free-of-charge provided that all of the following conditions are met:
  - i) The Customer contacts The Company as soon as the defect is noted and returns the vehicle to us promptly for our examination.
  - ii) The Company's agreement that the defect was the result of our workmanship;
  - iii) No alteration of repair has been effected except by The Company and
  - iv) The defect occurring within three months or three thousand miles, whichever occurs first, from the date of completion of the work.
7. We reserve the right to charge for storage of vehicles that remain uncollected for more than fourteen days after notification has been given that the vehicle is ready for collection.
8. We will not be responsible for loss of, or damage to, customer's vehicles or vehicle contents unless it is proved that such loss or damage resulted from the negligence of The Company, our employees or agents.
9. Where it has been necessary for The Company to remove road wheels from the customer's vehicle, we ask that the wheel nuts are checked for tightness after 20 miles of use. Unless this check is carried out by a competent person, The Company will not accept responsibility for loss or damage caused by wheel nut(s) loosening.

### **Vehicle Sale and Supply**

1. Vehicle(s) Offered to The Company: The Customer certifies that:
  - i) they are the legal owner of the vehicle and are therefore entitled to offer the vehicle for sale,
  - ii) the odometer reading of the Vehicle(s) Offered is correct to the best of their knowledge,
  - iii) Vehicle(s) Offered have not been the subject of an Insurance Write-Off or Total Loss,
  - iv) Vehicle(s) Offered are not subject to any agreement, lien or encumbrance other than previously disclosed and detailed on The Company's Vehicle Invoice.
2. The Customer understands that any vehicle sold by The Company as a "Trade Sale" or "Wholesale" is sold "as is" with any defects (including, but not limited to, mechanical components, body panels, paintwork, trim, upholstery or glass) that were present at time of sale, or that arise through subsequent use, and without any Warranty, Insurance or Guarantee, either implied nor inferred.