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## TERMS AND CONDITIONS FOR THE SALE OF VEHICLE(S) AND VEHICLE RELATED SERVICES TO CONSUMERS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of Vehicle(s) by Find and Finance Limited, a company registered in England under number 11061498 whose registered office and main trading address is at Unit N1a Westpoint Middlesmore Lane West, Aldridge, Walsall, West Midlands WS9 8DT.

### 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

|                             |                                                                                                         |
|-----------------------------|---------------------------------------------------------------------------------------------------------|
| <b>“Business Day”</b>       | means, any day other than a Saturday, Sunday or bank holiday;                                           |
| <b>“Calendar Day”</b>       | means any day of the year;                                                                              |
| <b>“Contract”</b>           | means the contract for the purchase and sale of Vehicle(s) and Services, as explained in Clause 3;      |
| <b>“Finance Agreement”</b>  | means your agreement with a third party finance provider;                                               |
| <b>“Inspection Date”</b>    | means the date that Find & Finance will inspect the Vehicle(s) on your behalf;                          |
| <b>“Lender”</b>             | means the third party finance provider you agree a Finance Agreement with;                              |
| <b>“Manufacturer”</b>       | means the company that produces the Vehicle(s);                                                         |
| <b>“Month”</b>              | means a calendar month;                                                                                 |
| <b>“Price”</b>              | means the price payable for the Vehicle(s);                                                             |
| <b>“Quotation”</b>          | means the quotation for the sale of the Vehicles and the provision of Services by the Supplier;         |
| <b>“Order”</b>              | means your order for the Vehicles any any Services placed by you, the customer;                         |
| <b>“Order Confirmation”</b> | means Our acceptance and confirmation of your Order as described in Clause 3;                           |
| <b>“Services”</b>           | means the vehicle related services to be provided by the Customer as set out in the accepted Quotation; |
| <b>“Vehicle(s)”</b>         | means the vehicle(s) which the Supplier is to supply in accordance with these Terms and Conditions;     |
| <b>“Warranty Provider”</b>  | means AutoProtect (MBI) Limited; and                                                                    |
| <b>“We/Us/Our”</b>          | Means Find and Finance Limited.                                                                         |

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications sent by e-mail.

### 2. Information About Us

- 2.1 Find and Finance Limited, a company registered in England under number 11061498 whose registered office and main trading address is at Unit N1a Westpoint Middlesmore Lane West, Aldridge, Walsall, West Midlands WS9 8DT.
- 2.2 Our VAT number is 289621755.
- 2.3 Find & Finance Limited is authorised and regulated by the Financial Conduct Authority, FRN: 795494, for Consumer Credit activities. We work with a number of carefully selected credit

providers who may be able to offer you finance for your purchase. We are only able to offer finance products from these providers.

### **3. The Contract**

- 3.1 These Terms and Conditions govern the sale of Vehicles and provision of Services by Us and will form the basis of the Contract between Us and you. Before placing your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance.
- 3.3 When you confirm that you intend to place an Order with Us to purchase a Vehicle(s), Our Quotation will confirm the order details including the make and model of the car, your residential address for delivery, your preferred price range for a Vehicle(s), the Price for Our Services and the amount payable for any other optional products relating to the purchase of your Car.
- 3.4 Once We have located a Vehicle(s) that you wish to purchase, We shall update our Quotation to confirm the details required in accordance with sub-Clause 3.7 below.
- 3.5 If you wish to purchase the Vehicle(s), you shall confirm in writing and this shall be considered to be your Order.
- 3.6 We may accept the Order by emailing you to confirm the Order. When we send this email confirmation, a legally binding agreement will be made between you and us (Agreement). The Agreement will consist of the Order and these Terms and Conditions.
- 3.7 If you choose to pay for the Order using a Finance Agreement with a Lender then you will be required to enter into an agreement with the Lender and:
  - 3.7.1 we will sell the Vehicle(s) to the Lender who will let you use the Vehicle(s) in accordance with the terms of the Finance Agreement and:
  - 3.7.2 the Lender will own the Vehicle(s) until it transfers ownership to you in accordance with the Finance Agreement;
- 3.8 For the avoidance of doubt, you are under no obligation to enter into an agreement with any of the credit providers we work with and have the option to decide which Lender you will obtain finance from.
- 3.9 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  - 3.9.1 The main characteristics of the Services and Vehicle(s);
  - 3.9.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 11);
  - 3.9.3 The total Price for the Vehicles and Services including taxes;
  - 3.9.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
  - 3.9.5 Where applicable, the arrangements for payment, the anticipated Inspection Date, delivery and the time by which We undertake to deliver the Vehicle(s) (subject to sub-Clause 7.2;
  - 3.9.6 Our complaints handling policy;
  - 3.9.7 We shall ensure that you are aware of Our legal duty to supply vehicles that are in conformity with the Contract; and
  - 3.9.8 Where applicable, details of after-sales services and commercial guarantees.

### **4. Description, Specification and Inspection of Vehicles and Services**

- 4.1 We have made every reasonable effort to ensure that the Vehicles conform to illustrations, photographs and descriptions provided in by Us. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely.
- 4.2 If you receive any Vehicles and/or Services that do not conform to the Contract, please refer to Clause 8.
- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or

omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Vehicle(s), you may return those Vehicle(s) to Us as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Vehicle(s) and Services.

- 4.4 We reserve the right to make any changes in the specification of the Vehicle(s) and Services that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.5 We shall complete an inspection of the Vehicle(s) on the Inspection Date and let you know if any material issues are noted with the Vehicle(s). In such event, We shall inform you if We consider:
  - 4.5.1 an adjustment is required to the Contract Price for the Vehicle(s) (to be determined at Our sole discretion) and a new Quotation issued pursuant to sub-Clause 3.4; or
  - 4.5.2 whether the Order for the Vehicle(s) should be cancelled in accordance with sub-Clause 5.5.2.

## 5. **Orders**

- 5.1 All Orders for Vehicle(s) and Services made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before the Inspection Date for the Vehicle(s) by contacting Us.
- 5.3 If your Order is changed We will inform you of any change to the Price in writing.
- 5.4 You may cancel your Order at any time before We despatch the Vehicle by contacting Us. If you have already paid for the Vehicle and Services under Clause 6, the payment will be refunded to you within 7 Business Days. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 5.5 We may cancel your Order at any time before We despatch the Vehicle in the following circumstances:
  - 5.5.1 We are unable to find a Vehicle of the type you require or within the price range confirmed in accordance with Sub-clause 3.3;
  - 5.5.2 Upon inspection the Vehicle(s), We have decided to cancel the Order; or
  - 5.5.3 An event outside of Our control continues for more than 90 days (please see Clause 11 for events outside of Our control).

## 6. **Price and Payment**

- 6.1 The Price of the Vehicle(s) and Services will be that shown in Our Quotation in force at the time of your Order. If the price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
- 6.2 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted, subject to sub-Clause 6.4.
- 6.3 We have made every reasonable effort to ensure that Our Prices, as shown in Our current Quotation are correct. Prices will be checked when We process your Order. If the actual Price of the Vehicle(s) and Services are lower than that stated in Our Quotation, you will be charged the lower Price. If the actual Price of the Vehicle(s) and Services is higher than that stated in Our Quotation, We will ask you how you wish to proceed.
- 6.4 We shall have no liability for any costs, expenses or losses you incur due to any increase to the Manufacturer's costs which result in an increase to the Price of the Vehicle(s) after We receive your Order. We shall keep you informed of any such increase and you will have the option to cancel your Order in accordance with sub-Clause 5.4 if you are not willing to accept the increase in Price.
- 6.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.6 Our Prices include the cost of delivery to your residential address. Delivery to any other address is subject to Our acceptance in writing and may result in additional costs of delivery.

- 6.7 All payments for Vehicle(s) and Services must be made in advance before the Inspection Date so We can despatch the Vehicle(s) to you.
- 6.8 We accept the following methods of payment:
- 6.8.1 bank transfer;
  - 6.8.2 credit card payments up to £5,000 via virtual payment function; and
  - 6.8.3 debit card payments up to £5,000 via virtual payment function;
- 6.9 The provisions of sub-Clause 6.7 will not apply if you have promptly contacted Us to dispute the Contract Price in good faith. No interest will accrue while such a dispute is on-going.

## **7. Delivery**

- 7.1 Please note that delivery is currently only possible within the United Kingdom and is subject to sub-Clause 6.6.
- 7.2 After the Inspection Date, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of the Vehicle(s), your location, and circumstances beyond Our control including delivery dates from the Manufacturer. Unless agreed otherwise, we will endeavour to deliver the Vehicle(s) without undue delay and in any case no later than 10 Business Days after the date confirmed in writing by Us after the Inspection Date, unless agreed otherwise by both Parties.
- 7.3 If you indicate that you wish to collect the Vehicle(s) from Us yourself you may do so after receiving Our Quotation on an agreed date during Our business hours of 9am to 5pm during a Business Day.
- 7.4 Delivery will be deemed to have taken place when the Vehicle(s) have been delivered to the residential address indicated in the Quotation, or any other deliver address agreed pursuant to sub-Clause 6.6 and you (or someone identified by you) have taken physical possession of the Vehicle(s) or, if you are collecting the Vehicle(s) from Us yourself, when you have collected the Vehicle(s).
- 7.5 If for any reason We are unable to deliver the Vehicle(s) at your residential address or, alternative choses delivery address, We will email you informing you that the Vehicle(s) have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
- 7.6 There will be an additional cost for any re-delivery requested and you will be responsible for storage costs in the event that the Vehicle(s) remain with Us for more than 10 days. We shall require payment of any re-delivery and storage costs (if any) before we re-deliver your Vehicle(s).
- 7.7 The responsibility (sometimes referred to as the "risk") for the Vehicle(s) remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you. Please note, however, that if you do not wish to collect the Vehicles and wish to arrange for a third party to collect the Vehicle(s), the risk in the Vehicle(s) will pass to you as soon as they are passed to such third party.
- 7.8 You own the Vehicle(s) once We have received payment in full for them, for Our Services.
- 7.9 Please note carefully the following:
- 7.9.1 If We refuse to deliver the Vehicle(s), you may treat the Contract as being at an end and We will reimburse you without undue delay.
  - 7.9.2 If delivery of the Vehicles within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.
  - 7.9.3 If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver (unless such delay is due to circumstances beyond our reasonable control), you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.10 If any of the events in sub-Clause 7.8 occur you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to provide the Services and/or to deliver the Vehicle(s), you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.11 If, despite the events in sub-Clause 7.8 and 7.9, you choose not to treat the Contract as

being at an end, your right to cancel your Order or to reject the Vehicle(s) and/or Services will be unaffected. If you do so, We will reimburse you without undue delay.

## **8. Faulty, Damaged or Incorrect Vehicle(s)**

- 8.1 By law, We must provide vehicles that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information. We provide Services with reasonable skill and care.
- 8.2 If any Vehicle(s) you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Vehicle(s), please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a repair or replacement. If a repair or replacement is not possible or if you choose not to give us the opportunity to remedy the non-compliance, then you are entitled to request a refund.
- 8.3 We do not provide a manufacturer's warranty in relation to the Vehicle(s) but if a manufacturer's warranty or guarantee exists and is continuing from the previous ownership of the Vehicle(s) and you are entitled to the benefit of this manufacturer's warranty or guarantee we will pass this to you.
- 8.4 We have partnered with a third party Warranty Provider who will offer you a warranty and maintenance plan. You will be provided with details of such plan separately.
- 8.5 Any service provided by the Warranty Provider is subject to a contract between you and the Warranty Provider on the terms provided to you by the Warranty Provider. We are not responsible for providing warranty services to you if the Warranty Provider fails to do so.
- 8.6 If you choose not to purchase a warranty from the Warranty Provider, you will automatically be opted in for a 30 day warranty with breakdown assistance for the Vehicle(s) at no additional cost to you. We are the provider of the 30 day warranty as detailed in Sub-clause 8.7.
- 8.7 Beginning on the day that you receive the Vehicle(s) (and ownership of it or them) you have a 30 day right to reject the Vehicle(s) and to receive a full refund if they do not conform as stated above. If you do not wish to reject the Vehicle(s), or if the 30 day period has expired, you may request that the Vehicle(s) are repaired or replaced.
- 8.8 Within the first six months after you have received the Vehicle(s), you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Vehicle(s). After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.
- 8.9 If you request a repair or replacement during the first 30 day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Vehicle(s). If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.
- 8.10 If, after a repair or replacement, the Vehicle(s) still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing you significant inconvenience), you may have the right either to keep the Vehicle(s) at a reduced price, or to reject them in exchange for a refund.
- 8.11 If you exercise this final right to reject the Vehicle(s) more than six months after you receive them (and ownership of them), we may reduce any refund to reflect the use you have had out of the Vehicle(s).
- 8.12 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Vehicle(s) before your purchase of them; if you have purchased the Vehicle(s) for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Vehicle(s) for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Vehicle(s) to Us under this Clause 8 merely because you have changed your mind.
- 8.13 To return Vehicle(s) to Us for any reason under this Clause 8, you may do so in person during Our business hours of 9am to 5pm during Business Days. You may alternatively request that We collect the Vehicle(s) from you. Please ensure that the Vehicle(s) are ready

for collection at the agreed time and location. We are solely responsible for collecting the Vehicle(s) in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details. We will be fully responsible for the costs of returning Vehicle(s) under this Clause 8 and will reimburse you where appropriate.

- 8.14 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 7 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.15 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Vehicle(s) were originally purchased.
- 8.16 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## **9. Our Liability**

- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We only supply Vehicle(s) for domestic and private use. We make no warranty or representation that the Vehicle(s) are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Vehicle(s) for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **10. Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 10.2.1 We will inform you as soon as is reasonably possible;
  - 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Vehicles and Services as necessary;
  - 10.2.4 If the event outside of Our control continues for more than 90 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
  - 10.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

## **11. Communication and Contact Details**

- 11.1 If you wish to contact Us, you may do so by telephone at 0333 006 3825 or by email at [support@find-and-finance.com](mailto:support@find-and-finance.com).
- 11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

11.2.1 Contact Us by email at [support@find-and-finance.com](mailto:support@find-and-finance.com) or

11.2.2 Contact Us by pre-paid post at Unit N1a Westpoint Middlemore Lane West, Aldridge, Walsall, West Midlands WS9 8DT.

## 12. **Complaints and Feedback**

12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <https://find-and-finance.co.uk/>.

12.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

12.3.1 In writing, addressed to Mike Kirby, Find & Finance Limited, Unit N1a Westpoint Middlemore Lane West, Aldridge, Walsall, West Midlands WS9 8DT;

12.3.2 By email, to [mike@find-and-finance.com](mailto:mike@find-and-finance.com)

## 13. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Notice available from <https://find-and-finance.co.uk/>.

## 14. **Other Important Terms**

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission. Please note, however, that you can transfer the benefit of the extended return period (guarantee) in Clause 8 without our consent.

14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period (guarantee) in Clause 8).

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## 15. **Dispute Resolution**

15.1 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.

## 16. **Governing Law and Jurisdiction**

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.