TERMS AND CONDITIONS
(CONSUMERS)

1 THESE TERMS

1.1 These are the terms and conditions (**Conditions**) on which we sell vehicles including parts and accessories to consumers. Where we talk about **vehicles** in these Conditions unless the context requires otherwise this includes any parts and accessories sold whether with a vehicle or separately.

1.2 These Conditions are important for you and us as they explain what we expect from each other and give other helpful information such as details about:

1.2.1 delivery;

1.2.2 price and payment;

1.2.3 part exchange;

1.2.4 how you and we may change or end the contract; and

1.2.5 what to do if there is a problem.

1.3 Please read these Conditions carefully before you submit your order to us.

1.4 If you have any questions about these Conditions, please do contact us.

2 ABOUT US AND HOW TO CONTACT US

We are **Golf Car UK Ltd** a company registered in England and Wales with company number 04616458.
Our registered office is at Centenary House, Peninsula Park, Rydon Lane, Exeter, EX2 7XE.
Our registered VAT number is GB126148428.
You can contact us:

2.1 on our website – www.golfcaruk.com;

2.2 by emailing us at info@golfcaruk.com;

2.3 by telephoning our customer service team at 0345 8055 494; or by writing to us at Golf Car UK, Andover Business Park, Pioneer Road, Andover, Hampshire SP11 8EZ

2.4 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your account application (or any updated details you provide to us).

2.5 When we use the words “writing” or “written” in these Conditions, this includes emails.

3 QUOTATIONS

3.1 No quotation we give will be an offer to you. We may withdraw any quotation at any time before a contract is formed but in the absence of such withdrawal a quotation will only be valid for such period as is specified in it or where no such period is specified a period of 30 days from its date of issue

4 PLACING AN ORDER

4.1 If you tell us you wish to place an order we will ask you to complete an account application, once the account application is complete we will send you an order acknowledgement which will set out the specifics of your proposed order (like the vehicle specification, price and payment terms). You will need to check, sign and return the order acknowledgment to place an order. If you think there is a mistake in the order acknowledgement, do not sign it but contact us to discuss this and where necessary we will issue a new order acknowledgement. Our acceptance of your order will take place when we confirm to you in writing that we accept it, at which point a contract will come into existence between you and us.

4.2 If we are unable to accept your order, we will inform you of this and you will not be charged. This might be because the vehicle(s) are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the vehicle(s) or because we are unable to meet a delivery deadline you have specified.

4.3 Our brochures and website are solely for the promotion of our vehicles in the UK. Unfortunately, we do not deliver outside the UK.

4.4 If you want to make a change to what you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see paragraphs 14.1 to 14.3- Your rights to end the contract).

4.5 If we need to make changes to the contract or the vehicle(s) then:

4.5.1 if these are minor changes to the vehicle(s) which will not affect your use of the vehicle(s) (for instance minor improvements or changes to reflect relevant laws) we can do so;

4.5.2 for all other changes we will notify you and if you do not agree with the changes you may then contact us to end the contract and receive a refund for any vehicle(s) paid for but not received.

5 VEHICLES

5.1 The vehicle(s) you order will be as described in the order.

5.2 The images on our website and in our brochures are for illustrative purposes only. Although we have made every effort to display the colours of any vehicles accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the vehicles. Your vehicle(s) may vary slightly from those images.

6 DELIVERY

6.1 The costs of delivery will be set out in the order.

6.2 During the order process we will let you know when we will provide the vehicle(s) to you.

6.3 If delivery is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for anything you have paid for but not received.

6.4 We will deliver to the address stated in the order. You will need to ensure someone is available at that address to take delivery. We will ask the person taking delivery to inspect the vehicles, sign the delivery note and receive training on the proper use of the vehicle.

6.5 If no-one is available at the address to take delivery 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 or collection we may end the contract and paragraph 16.2 will apply.

6.6 The vehicle(s) will be your responsibility from the time we deliver them to you.

6.7 You will own the vehicle(s) once we have received payment in full.

6.8 If you do not pay us for any vehicle(s) when you are supposed to we may suspend supply of vehicle(s) to you until you pay the outstanding amount.

6.9 We may need certain information from you so that we can supply the vehicle(s) to you. If so, this will have been explained to you before you place your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 16.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the vehicle(s) late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7 IF THERE IS A PROBLEM WITH THE VEHICLE

7.1 If you have any questions or complaints about a vehicle, please contact us. You can contact us by emailing us at info@golfcaruk.com; telephoning us on 0345 8055 494; or writing to us at Golf Car UK, Andover Business Park, Pioneer Road, Andover, Hampshire SP11 8EZ

7.2 or via our website – www.golfcaruk.com.

8 YOUR LEGAL RIGHTS

8.1 We are under a legal duty to supply vehicle(s) that are in conformity with the contract. See the box below for a summary of your key legal rights in relation to the vehicle(s). Nothing in the contract will affect your legal rights.

> ***Summary of your key legal rights***
>
> *This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.*
>
> *The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the goods, your legal rights entitle you to the following:*
>
> *up to 30 days: if your goods are faulty, then you can get an immediate refund.*
>
> *up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.*
>
> *from 6 months: if your goods do not last a reasonable length of time you may be entitled to some money back.*

8.2 If you wish to exercise your legal rights to reject a vehicle you must allow us to collect them from you. We will pay the costs of collection.

9 MANUFACTURER'S WARRANTY

9.1 Details of any manufacturer or Supplier warranty's applicable to the vehicle(s), parts/accessories will be specified on the order acknowledgment.

9.2 Where a vehicle benefits from a manufacturer's warranty we will give you reasonable assistance in relation to any claim under such warranty.

10 PRICE AND PAYMENT

10.1 The price of the vehicle(s) (which includes VAT) will be set out the order.

10.2 If the rate of VAT changes between your order date and the date we supply the vehicle(s), we will adjust the rate of VAT that you pay, unless you have already paid (including delivery costs) in full before the change in the rate of VAT takes effect.

10.3 It is always possible that, despite our best efforts, some of the vehicles we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the vehicle's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the vehicle's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to allow us to collect the vehicle at our expense.

10.4 We prefer payment via Bank Transfer, but we also accept Mastercard & Visa Debit Cards. We do not accept American Express or any Credit Cards for transactions of a value over £500. You must pay for the vehicle(s) (including delivery) in accordance with the payment terms specified in the order or in the absence of such terms before delivery.

10.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 6% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11 PART EXCHANGE

11.1 We may be willing to agree that a proportion of the price may be discharged by you transferring to us by way of part exchange a used vehicle you own (the **Part Exchange Vehicle**). If you wish to consider part exchange please tell us. We will need to inspect the Part Exchange Vehicle to consider if we can accept the part exchange and if so at what value. Where we are willing to accept the part exchange, details of the Part Exchange Vehicle and the value we are prepared to allow for it against the price (the **Allowance**) will be set out in the order acknowledgement we send you.

11.2 If you are not happy with the details of the part exchange in the order acknowledgement and wish to proceed without using part exchange, please let us know and we will amend and reissue the order acknowledgment.

11.3 If you decide you do not wish to proceed with the part exchange after we have accepted your order including such details please notify us. In this case you will need to pay the price of the vehicles in full without the benefit of the Allowance and the rest of this paragraphs 11.1 to 11.8 will not apply.

11.4 We will collect the Part Exchange Vehicle from you at the time we deliver the vehicle(s) you have ordered. You must provide us with the Part Exchange Vehicle and all of its, keys, registration documentation and any other associated documentation and parts.

11.5 Upon collection of the Part Exchange Vehicle, we will confirm the make, model, serial number and condition and raise a self-billing invoice for the agreed value shown on the Order Acknowledgement subject to paragraph 11.6. at which point we will take ownership of the Part-Exchanged Vehicle.

11.6 It is a condition of the part exchange that you have the right to sell the Part Exchange Vehicle immediately before we collect it from you and that it is free, and will remain free until we collect it from any third party rights or charges.

11.7 We may reject or revalue a Part-Exchange Vehicle where it is reasonable for us to do so. This may be for instance where;

11.7.1 the conditions detailed in paragraph 11.6 are not fulfilled;

11.7.2 an issue is identified by a HPI check or equivalent vehicle history check;

11.7.3 the Part-Exchange Vehicle has been subject to a total loss claim;

11.7.4 there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle;

11.7.5 the condition of the Part-Exchange Vehicle is not as stated in the description you provided or has changed since we inspected the Part Exchange Vehicle for the purposes of valuing it;

11.7.6 registration documentation for the Part-Exchange Vehicle is missing or incomplete.

11.8 If we reject or revalue a Part-Exchange Vehicle in accordance with paragraph 11.7 you will have to pay the price for the vehicle(s) you have ordered in full without the benefit of the Allowance or with the reduced Allowance and such payment shall be due prior to completion of delivery of the vehicle(s).

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 If we fail to comply with the contract (including these Conditions), we are responsible for the loss or damage you suffer that is a foreseeable result of our breaking this contract, but, except as set out in paragraph 12.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods as summarised at paragraph 8.1 and for defective products under the Consumer Protection Act 1987.

12.3 We only supply vehicles for domestic and private use under these terms. If you use the vehicle(s) for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 CANCELLATION RIGHTS

13.1 For most goods bought:

13.1.1 via a distance contract (for instance where the contract is agreed exclusively over the phone or by email); or

13.1.2 off-premises (for instance when the contract is agreed at your home rather than at our trading premises);

consumers have a legal right to change their mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013 may be applicable to the contract and are explained in more detail in paragraphs 13.1 to 15.9.

13.2 You will not have a legal right to change your mind in respect of:

13.2.1 any contract which was formed or negotiated at our trading premises even if it is initially negotiated or finally concluded by email or similar;

13.2.2 any goods which become mixed inseparably with other items after their delivery;

13.2.3 any goods which are made to your specification or personalised.

13.3 Where you do have a legal right to change your mind you have until 14 days after you receive the goods (or the last of them) to exercise this right.

14 YOUR RIGHTS TO END THE CONTRACT

14.1 You may contact us to end the contract at any time before we have delivered the vehicle(s), but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a vehicle is faulty or mis-described.

14.2 If you are ending the contract for a reason set out at paragraph 14.2.1 to 14.2.4 below the contract will end immediately and we will refund you in full for any vehicle(s) which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

14.2.1 we have told you about an upcoming change to the vehicle(s) or these terms which you do not agree to;

14.2.2 we have told you about an error in the price or description of the vehicle(s) you have ordered and you do not wish to proceed;

14.2.3 there is a risk that supply of the vehicle(s) may be significantly delayed because of events outside our control;

14.2.4 you have a legal right to end the contract because of something we have done wrong.

14.3 Even if we are not at fault and you do not have a legal right to change your mind (see paragraphs 13.1 to 13.3), you can still end the contract before the vehicle(s) are delivered and paid for but you may have to pay us compensation. In such circumstances the contract will end immediately and we will refund any sums paid by you for any vehicle(s) which have not been provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the costs we will incur as a result of your ending the contract.

15 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

15.1 To end the contract (including where you are exercising your legal right to change your mind) please let us know by doing one of the following:

15.1.1 **Phone or email.** Call customer services on 0345 8055 494 or email us at info@golfcaruk.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

15.1.2 **Via our website –** www.golfcaruk.com

15.1.3 **By post.** Fill in the form in the Appendix and post it to us at the address on the form. Or simply write to us at Golf Car UK, Andover Business Park, Pioneer Road, Andover, Hampshire SP11 8EZ including details of what you bought, when you ordered and your name and address.

15.2 If you end the contract for any reason after vehicle(s) have been dispatched to you or you have received them, you must return them to us. You must either return them to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0345 8055 494 or email us at info@golfcaruk.com to discuss arrangements for such returns.

15.3 Where you are exercising your legal right to change your mind vehicle(s) must be sent back within 14 days of exercising that right.

15.4 We will pay the costs of return:

15.4.1 if the vehicle(s) are faulty or misdescribed;

15.4.2 if you are ending the contract because we have told you of an upcoming change to the vehicle(s) or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

15.4.3 If you are exercising your legal right to change your mind in respect of an off-premises contract (see paragraph 13.1.2) and the vehicle(s) are not suitable for posting.

In all other circumstances you must pay the costs of return.

15.5 If you are responsible for the costs of return and we are collecting the vehicle(s) from you, we will charge you the direct cost to us of collection.

15.6 We will refund you the price you paid for the vehicle(s) including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described in these Conditions.

15.7 If you are exercising your legal right to change your mind:

15.7.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the vehicle(s), if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the vehicle(s) and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

15.7.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery within 3-5 days at one cost but you choose an express 24 hour delivery at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

15.8 We will make any refunds due to you as soon as possible.

15.9 If you are exercising your legal right to change your mind then:

15.9.1 In respect of vehicle(s) which have been dispatched or delivered to you and where we have not offered to collect them, your refund will be made within 14 days from the day on which we receive them back from you or, if earlier, the day on which you provide us with evidence that you have sent them back to us. For information about returns, see paragraph 15.2.

15.9.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

16 OUR RIGHTS TO END THE CONTRACT

16.1 We may end the contract at any time by writing to you if:

16.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;

16.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the vehicle(s); or

16.1.3 you do not, within a reasonable time, allow us to deliver the vehicle(s) to you.

16.2 If we end the contract in the situations set out in paragraph 16.1 we will refund any money you have paid in advance for vehicle(s) we have not provided but we may deduct or charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

17 HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy can be found on our website at www.golfcaruk.com.

18 OTHER IMPORTANT TERMS

18.1 **We may transfer the contract to someone else**. We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2 **You need our consent to transfer your rights to someone else (except that you may be able to transfer the benefit of any applicable manufacturer's warranty)**. You may only transfer your rights or your obligations under the contract to another person if we agree to this in writing. You may be able to transfer the benefit of a manufacturer's warranty to a new owner of the vehicle but this will depend on the terms of that warranty as offered by the manufacturer.

18.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.

18.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under the contract, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

18.6 **Which laws apply to this contract and where you may bring legal proceedings**. These Conditions are governed by English law and you can bring legal proceedings in respect of the vehicle(s) in the English courts. If you live in Scotland you can bring legal proceedings in respect of the vehicle(s) in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the vehicle(s) in either the Northern Irish or the English courts.

APPENDIX

Cancellation Form

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

To:

Golf Car UK Ltd
Andover Business Park,
Pioneer Road,
Andover,
Hampshire
SP11 8EZ
0345 8055 494

info@golfcaruk.com

I/We hereby give notice that I/We cancel my/our contract of sale of the following goods /for the supply of the following service:

Ordered on /received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date: