

Butlers Vehicle Solutions Limited terms and conditions

- 1.1 In these terms and conditions, the following expressions have the following meanings:
- "Agreement" The order form signed by the Customer.
 - "Company" Butlers Vehicle Solutions Limited
 - "Customer" any person who orders a vehicle otherwise than in the course of business
 - "Customer" the person, firm or company who purchases Vehicles from the Company
 - "Contract" any contract entered into between the Company and the Customer for the sale and purchase of Vehicles, incorporating these terms
 - "Vehicle" any Vehicle forming the subject matter of any Contract including (where the context so admits) services
- 2.1 **contracts**
These conditions shall be incorporated in all Contracts for the supply of goods and services by the Company to the exclusion of any terms or conditions referred to by the Customer. Acceptance by or on behalf of any delivery or performance by the Company shall in any event be conclusive evidence of the Customer's acceptance of these conditions.
- 2.2 None of the Company's personnel or any other person is authorised to make any variation of these conditions or any contract or give any representations on behalf of the Company unless confirmed in writing and signed by a director of the Company.
- 2.3 These conditions apply between the Customer and the Company for all Vehicle acquisitions via outright purchase or all other forms of Vehicle funding finance.
- 3.1 **prices**
All information is current at the time of publication and whilst the greatest care has been taken over its compilation, the Company cannot be held responsible for any errors or omissions.
- 3.2 All Vehicle prices stated for business Customers are subject to VAT at the prevailing rate. All Vehicle prices stated for Customers who are Consumers are inclusive of VAT. All on the road (OTR) Vehicle prices include VAT at the prevailing rate and one years road fund licence whether funded by outright purchase or any other type of funding arrangement except that if the Vehicle is funded by personal contract hire or contract hire agreement the road fund licence will be included for the duration of the term unless otherwise stated.
- 3.3 All prices include delivery by the supplying dealer to the Customer's chosen UK mainland destination and shipping.
- 3.4 The Company may vary the price and/or finance package of vehicles at any time for any increase in costs incurred by the Company after the date on which they were quoted, from fluctuations (including currency variations) in the cost of supplying the Vehicle.
- 3.5 Whilst every effort has been made to ensure accurate examples of prices and finance packages available, all prices and finance packages are subject to change in accordance with manufacturers' changes in prices or specification or changes in interest rates, finance packages, changes in VAT and road fund licence. In the event of a price change you will be notified as soon as is reasonably practical. Prices quoted by the Company are for information purposes only and do not constitute an offer by the company which is capable of an acceptance by the Customer.
- 3.6 The Company cannot be liable for any alterations to the price of Vehicles when the Customer has been quoted and placed an order using information that the Company has obtained from a third party. The Company will take all reasonable steps to ensure that information supplied is accurate and up to date, however, the Company cannot be held responsible for inaccuracies arising as a result of reliance on third party information.
- 4.1 **payment**
All amounts due to the Company must be made in accordance with the terms set out in the Agreement.
- 4.2 Delivery dates will not be confirmed by the Company unless all deposit or financial balance payments have been received as outlined in the Agreement.
- 5.1 **orders and availability**
An order for a Vehicle by a Customer from the Company is an offer by the Customer. All orders are subject to acceptance by the Company, this includes financial approval from a third party finance company, availability, price changes and a deposit in accordance with the Customer's signed Agreement.
- 5.2 If the Vehicle ordered by the Customer is not available, the Customer will be contacted by email or telephone to provide possible alternatives.
- 5.3 If the Vehicle is available, the Customer will receive a confirmation letter and email confirming order details and status in accordance with the Agreement. All orders are subject to acceptance by the Company.
- 6.1 **delivery, risk and performance**
The Vehicle will be supplied by the manufacturer or supplying dealer. The Company will have no responsibility for their default except for administration charges that may have been incurred by the Customer up to a maximum of £20.00.
- 6.2 All delivery dates given are provisional dates and are subject to change by the manufacturer and/or UK supplying dealer. The Company will be in a position to provide a confirmed delivery date upon arrival of the Customer's Vehicle at the supplying dealer. This date is subject to alteration at any time.
- 6.3 Delivery dates will not be confirmed unless and until all financial paperwork, identification and other requirements that may be required by the Company have been received in full, checked and arrangements are in place for payment.
- 6.4 Subject to clause 6.1 the Company will endeavour to comply with any date proposed or confirmed for delivery of the Vehicle but shall not be liable for any loss, damage or expense arising from any delay or failure in delivery or performance from any cause whatsoever nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance or repudiate the Contract.
- 6.5 Vehicles may not be ordered until all relevant documentation has been completed.
- 7.1 **registration**
If the Customer requires a new cherished number plate or has an existing cherished number (on retention) to put on the Vehicle, all documentation must be received, signed and in full, this can delay delivery by approximately 2 weeks.
- 7.2 If the Customer requires an existing cherished number plate (not on retention) to be put on the Vehicle, all documentation is required, signed and in full, this can delay delivery by approximately 4 - 6 weeks. The Company has no power or power of authority to dictate to the Driver and Vehicle Licensing Agency (DVLA) or the Royal Mail over progress times.
- 7.3 Local registration numbers/ prefix are not available, the registration number is solely based on the location of the UK supplying dealer. Registration numbers are automatically issued and the Company has no control over the registration number issued to the Vehicle.
- 8.1 **title**
Title to the Vehicle shall remain with the manufacturer or supplying dealer and shall not pass to the Customer or finance company until payment in full for the same has been received by the manufacturer or supplying dealer.
- 8.2 The Company shall at no point have title to the Vehicle.
- 9.1 **damaged vehicles**
The Company will liaise directly with the manufacturer or supplying dealer if there is any damage to Vehicles at the delivery date.
- 10.1 **warranty**
Vehicles shall be subject to the supplying dealer's or manufacturer's warranty. Any issues that arise in regards to Vehicle warranty will be a matter between the Customer and the manufacturer after delivery has taken place. For further information please refer to the manufacturers Terms and Conditions.
- 11.1 **extent of liability**
Except to the extent stated in these conditions or otherwise agreed in writing by it:
- 11.1.1 the Company shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with the Contract other than for death or personal injury resulting from its negligence or for fraud on the part of any of its employees whilst acting in the course of their employment; and
- 11.1.2 in particular, the Company shall have no liability for any indirect or direct consequential loss or damage suffered by the Customer under or in connection with the Contract, including but not limited to wasted time or expenditure, loss of profits, production, business revenue, expected savings or goodwill or any claim against the Customer by any person and the Customer shall be solely responsible for any such claim.
- 11.2 The Company shall be discharged of all liability to which these conditions apply unless proceedings are begun within twelve (12) months after the Customer became aware (or should reasonably have become aware) of the facts giving rise to such liability.
- 12.1 **cancellation**
Upon receipt of the Customer's order confirmation by the Company the Customer is bound to take supply of the vehicle. If the Customer wishes to cancel their order the Customer must notify the Company as soon as possible, cancellation charges will be payable.
- 12.2 All cancellations will incur a cancellation charge of £900.00 plus VAT.
- 12.3 If the vehicle has already arrived at the supplying dealer, or the vehicle has been registered then the cancellation charge will increase to £1000.00 plus VAT. Cancellation charges will apply in all circumstances, no exceptions will be made to this rule.
- 12.4 There will be additional cancellation charges where UK supplying dealers also charge for cancellation. This charge will be in addition to the Company's cancellation charges.
- 12.5 If the Customer fails to take delivery of the Vehicle or to provide adequate delivery instructions or to collect the Vehicle when notified that the Vehicle is ready for collection the Company at its discretion may exercise any or all of the following rights, namely, to store the Vehicle at the risk of the Customer, to require the Customer to pay all storage, transportation, handling or other charges (including expenses in connection with the delay or detention of vehicles) incurred by the Company as a result of such failure or to require the Customer to pay any cancellation charges as outlined earlier.
- 12.6 Cancellation charges should be paid within 30 working days of the date that the Company was first notified of the cancellation. Subject to clause 17.
- 12.7 Without prejudice to any other rights of the Company if the cancellation charge(s) are not paid in full by the due date interest shall be payable on any overdue amount from the date on which the payment was due to that or which it is made (whether before or after judgement) on a daily basis at the rate of three (3) per cent over base rate from time to time quoted by the Company's bankers from time to time, compounded monthly, or if greater, as determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall also pay all legal and other costs incurred by the Company in recovering any amounts owing from the Customer. Such costs shall be due for payment immediately on invoice.
- 12.8 The Company reserves the right to apply amounts received first in of interest on overdue debts and then of debts due beginning with the oldest.
- 13.1 **termination or suspension**
If the Customer fails to make any payment as and when they are due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company, is unable to pay its debts in the ordinary course of its business, has a receiver, manager, administrator, administrative receiver or trustee in bankruptcy (as the case may be) appointed for all or any part of its undertaking, assets or income, has a resolution passed or a petition presented to any court for its winding up (compulsorily or voluntarily), enters into any composition or arrangement with its creditors (whether formal or informal), has any default or execution levied on any of its assets, suffers any action similar to any of the foregoing in any jurisdiction or ceases to trade or the Company bona fide believes that any of the foregoing matters may occur, then, in any such event, the Company shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the Customer, by giving the Customer written notice at any time or times, to suspend its performance of or (whether or not such performance has previously been suspended) terminate such Contract.
- 13.2 The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver by the Company in respect of any breach shall operate as a waiver in respect of the same or any subsequent or other breach.
14. **force majeure**
The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract resulting from any cause whatsoever beyond the Company's control existing at the date of the Contract or arising thereafter including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack of or failure of transportation facilities, supply of labour, materials, power or supplies, strike, lockout or labour dispute (whether or not at the Company's works), illness, epidemic, flu, drought, war, civil commotion, or restriction of any authority or governmental agency and the time for performance shall be extended by the period of any such delay.
- 15.1 **disclaimer**
Any specifications, drawings, particulars of weights and dimensions and other technical information contained in the Company's quotations, catalogues, price lists, advertisements or elsewhere are approximate only and intended merely to present a general idea of the Vehicles and (unless otherwise agreed in writing by the Company) are not to form part of the Contract. No Contract shall constitute a sale by sample notwithstanding that any products may have been exhibited to or inspected by the Customer.
- 15.2 Any performance figures given by the Company are based upon experience, trials or testing but unless expressly agreed in writing by the Company no liability is accepted if such performance figures are not achieved.
- 15.3 The Company shall have no liability for any advice, opinion or information furnished by the Company, its servants or agents unless given in writing by a person authorised in writing by a director of the Company or the Company Secretary to give the same, in response to a written request by the Customer referring to the Contract.
- 15.4 All drawings, designs or other data (whether or not patentable or patented) and all rights therein (including copyright and design rights) and all materials, tools, patterns or other items prepared or made available by the Company for the Contract shall, unless otherwise agreed by the Company, be and remain the Company's property and the Customer shall not copy or reproduce the same in whole or in part in any form or allow others to do so.
- 15.5 Photographic images are for information purposes only and are not necessarily related to the exact example price/ model indicated.
- 15.6 The Company may at its discretion sub-contract all or any of its obligations under the Contract but the Contract shall not be assigned by the Customer without the Company's prior written consent.
- 15.7 The Customer shall treat the Contract and all information which it acquires there under as confidential.
16. **complaints**
The Company is committed to providing excellent customer service. Should the Customer have any complaints about the Company, the Company will endeavour to resolve them in a fair and effective manner.
- 16.2 If you have any complaints about the Company please send the relevant information by email to info@butlersvehiclesolutionsltd.co.uk or by mail, FAO Linda Butler, Butlers Vehicle Solutions Ltd, 3 Chillington Way, Norton Heights, Stoke on Trent, ST6 8GJ. The Company is committed to acknowledging complaints within 7 days of receipt and resolving it promptly. The Company will provide the Customer with a timescale for resolving any dispute and keep the Customer regularly updated with progress.
17. **statutory rights**
This Agreement does not affect your statutory rights as a Consumer. If you are a Consumer any Vehicles we supply must:
- 17.1.1 be of satisfactory quality;
 - 17.1.2 be fit for their purposes;
 - 17.1.3 any service we provide must be carried out to a reasonable standard; and
 - 17.1.4 rights to cancel under Distance Selling regulations; and
 - 17.1.5 finance arrangements – rights pursuant to Consumer Credit Act.
- 17.1.6 The Company does not provide finance to its Customers. Any issues in regards to finance arrangements are a matter between the Customer and the third party finance company. The Company accepts no responsibility for any acts, omissions or representations whatsoever, provided by third party companies.
- 17.2 You should contact your local Trading Standards Department or Citizens Advice Bureau if you need any more information about your statutory rights.
18. **data protection**
The Company will not use personal information for any purpose (subject to clause 5.2) other than individual customer care, mailing of product information and special offers. All information will be treated confidentially and in accordance with the legal provisions concerning data protection.
- 19.1 **links to other websites**
Links to other websites are provided for Customer's guidance only. The company will not be held responsible for any errors, false or out of date information provided by these sites (including financial information).
- 19.2 The Company's website contains links to other companies, specifically companies that offer finance for the Vehicles, the Company does not control such websites therefore cannot be held responsible for any inaccuracies or out of date information on these websites. The Company gives no representations or warranty as to the accuracy, completeness and/or liability of any content of this site either directly or indirectly.
- 19.3 The Company cannot be held liable for any inaccuracies in prices as a result of using quoting systems from other company's websites.
- 19.4 The Company cannot be liable for any damages, either direct, indirect or consequential as a result of using the website as a consequence of the Customers acts or omissions taken in reliance of any of the information contained on the Company's website or any websites that the company is linked to.
20. **law, jurisdiction and construction**
The Contract shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters relating to the Contract except to the extent the Company invokes the jurisdiction of the courts of any other country.
- 20.2 The headings of conditions are for convenience of reference only and shall not affect their interpretation.
21. **notices**
Any notice to be given under the Contract shall be in writing and if sent by telecopy or forwarded by first class prepaid letter post to the receiving party at its business address as last notified in writing to the other party shall be deemed to have been given on the date of the telecopy (if receipt is confirmed in writing) or 2 working days (or 7 working days in the case of Customers outside the United Kingdom) following the date of posting.