

Terms and Conditions

The User of the Website i.e. the registered and logged in party that is utilising the West Midland Vehicles Ltd website www.westmid.co.uk or any subsequent URL which may replace it and also any related software or appertaining software, will be termed User.

Once a User becomes a Customer i.e. purchases / leases / rents a vehicle from West Midland Vehicles Ltd, the User shall be termed as Customer. "Conditions" means these terms and conditions as detailed herein; "Website" and "Site" means the Website located at www.westmid.co.uk or any subsequent URL which may replace it and also any related software or appertaining software; "Purchase or Contracted / Vehicle" and "Contract" and "Document" means any binding agreement to which the Customer has entered into with West Midland Vehicles Limited with regard the supply of any vehicle(s).

"Vehicle Valuation" and "Vehicle Valuation Form" means vehicle description submitted by the Customer to West Midland Vehicles Ltd with details on any part exchange vehicle(s) to which the Customer has requested a Vehicle Valuation to be based upon. "Driving Agency" means any party nominated by West Midland Vehicles to deliver any vehicle to the Customer. "Assessment" means the full report compiled by West Midland Vehicles Ltd upon acceptance of any part exchange vehicle to determine the condition & it's relation to the Vehicle Valuation Form or Vehicle Valuation details submitted by the customer verbally or otherwise. Pre-reg vehicles means "Nearly New" Vehicles that are pre-registered with delivery mileage. Terms related to Pre-reg vehicles means only supplied in accordance to manufacturer's supply terms. Please note a manufacturer warranty will expire in line with when the vehicle is registered, regardless of the delivery date to the customer.

"Related Software" or "Appertaining Software" means any software related to West Midland Vehicles Ltd to include it's management system in whole, in part or otherwise. "Pre-Contract Order Confirmation" means the signed quotation provided by the Customer to West Midland Vehicles Ltd that accompanies the finance application documentation that forms the part a binding agreement of sale if the terms and conditions and supply terms are fair and reasonable. "Appertaining Invoice" means any invoicing schedule relating to the Customer Agreement with West Midland Vehicles Limited which in itself is a binding agreement. Invoices will be deemed to have been given at the time of delivery (if delivered by hand) or two working days after posting if sent by pre-paid first class post or seven working days after posting if sent by airmail post. For avoidance of doubt "the Customer" may be either a Company or a Person which shall be determined by the Customer's declaration verbally or on-line or in writing or otherwise.

Credit Acceptance

Vehicle quotations and supply terms that incorporate or offer any form of credit, finance, contract rental option, or otherwise is subject to terms and acceptance of West Midland Vehicles Ltd and/or their participating dealer or finance company. West Midland Vehicles Ltd cannot guarantee credit acceptance of any quotation or terms of supply. West Midland Vehicles Ltd or Allocated Finance Company will make searches at credit reference agencies who will supply West Midland Vehicles Ltd with credit information, as well as information from the Electoral Register.

3. Validity of Quotations

Quotations will remain valid for a period of 14 days, except in the event of:

Changes in market interest rates

Changes in market conditions that result in movement in vehicle residual values

Manufacturer Price Changes

Nearly New vehicles are sold

Errors in data however so occasioned that result in miscalculation of the quotation

Although West Midland Vehicles Ltd will make every effort to maintain the validity of quotations, West Midland Vehicles Ltd reserve the right to remove or withdraw quotations or orders based upon said quotations supplied by West Midland Vehicles Ltd to the Customer without notice.

3.2 West Midland Vehicles Ltd reserve the right to withdraw, decline, or accept any quotations produced, either by quotation system, verbally, by post, by facsimile or by electronic mail.

4. Documentation and Ordering

All proposals are subject to terms and acceptance of West Midland Vehicles Limited or their participating dealer or finance company.

Where Finance is required by The Customer, the Customer will place a Pre-Contract Order Confirmation with West Midland Vehicles Ltd along with the Customer details that are relevant to obtaining said finance, whereupon when finance is accepted the Customer will be notified of any conditions of finance approval and approximate delivery times and should this information be acceptable to the Customer then West Midland Vehicles Ltd will place the firm order on said vehicle accordingly, whereupon the Customer is bound to the terms of the order and the terms and conditions detailed herein.

Where an order is placed and contracts signed by the Customer for a vehicle that is subject to lengthy lead-in delivery, West Midland Vehicles Ltd reserve the right to change the quoted rental based on 1) market changes in interest rates; or 2) market changes in residual values; or 3) manufacturer price changes.

West Midland Vehicles Ltd and / or their participating dealer or finance companies reserve the right to accept or decline any credit application, change or vary the Customer's credit assessment which may affect the initially quoted costs.

The Customer will be required to provide West Midland Vehicles Ltd with proofs of identity that will be requested by West Midland Vehicles Ltd at their discretion and shall be solely determined by West Midland Vehicles Ltd and/or their participating finance company / dealer to establish the identity of the Customer as they feel necessary.

West Midland Vehicles Ltd will hold the Customer responsible for any mis-description resulting in losses incurred by over-valuing of part exchange vehicle by West Midland Vehicles Ltd and West Midland Vehicles Ltd reserve the right to recharge the Customer accordingly.

West Midland Vehicles Ltd will not buy the part-exchange vehicle from the Customer unless the Customer buys a vehicle from West Midland Vehicles Ltd and only then if:

The part-exchange vehicle is owned only by the Customer and is not subject to any arrangement with a third party where that third party has an interest in the part-exchange vehicle (such as a hire purchase or leasing agreement or loan secured against the part-exchange vehicle) unless the arrangement with the third party is capable of transferring ownership of the part-exchange vehicle to the Customer for settlement in cash, in which case (after West Midland Vehicles Ltd have collected the part-exchange vehicle and delivered the vehicle) West Midland Vehicles Ltd will pay to such third party the amount required to release the vehicle from such arrangement and the Customer agrees that the part-exchange valuation is reduced by an amount equal to the amount to be paid to such third party;

West Midland Vehicles Ltd have examined the part-exchange vehicle and confirmed that at the time of collection, subject to fair wear and tear, it is in the same condition as described by the Customer to West Midland Vehicles Ltd when the Customer placed the order for the vehicle;

The part-exchange vehicle is collected by West Midland Vehicles Ltd or an appointed agent before or at the time and that the vehicle is ready for delivery and ownership and absolute title is passed to West Midland Vehicles Ltd;

The statements and representations made by the Customer in relation to the part-exchange vehicle (whether via the West Midland Vehicles Ltd website, over the telephone or otherwise) are accurate and complete in all respects.

If any of the conditions in relating to the part exchange vehicle have not been met by the Customer, West Midland Vehicles Ltd may at our discretion recalculate the part-exchange valuation or cancel the contract or require the Customer to pay the purchase price in full without West Midland Vehicles Ltd buying the part-exchange vehicle from the Customer.

The Customer must ensure that the vehicle is handed over to West Midland Vehicles Ltd in the same condition as described in the Vehicle Valuation Form or any other written confirmation of condition of vehicle or any verbal confirmation of vehicle condition and in the event that it is not, West Midland Vehicles Ltd have the right to refuse to part exchange this vehicle.

Acknowledgements

It is expressly agreed between the parties that the provisions of this Agreement are reasonable and do not interfere with freedom of action by any party that enters into this Agreement with full knowledge of all the provisions hereof and the Customer acknowledges that all such provisions are fair & reasonable.

The Customer is aware that in connection with any finance or vehicle acquisition transaction and/or application West Midland Vehicles Ltd will carry out a credit check with one or more licensed credit reference agencies who will retain a record of that search, by agreeing to these terms this authority is automatically given to West Midland Vehicles Ltd.

In the event of default, this will also be recorded with the relevant agencies. This information may be used by other lenders when assessing credit for any person within that household and/or the company itself and also for occasional debt tracing and/or fraud prevention purposes.

Delivery

When the Customer places an order with West Midland Vehicles Ltd the Customer acknowledges that the vehicle will be delivered to the Customer free of charge to an address in mainland Great Britain by a driver and not delivered on a transported or trailer unless otherwise requested, whereupon the Customer understands that there will be cost implications that will be quoted separately by West Midland Vehicles Ltd and must be agreed and paid for by the customer prior to said delivery.

The Customer acknowledges that it is the Customer's responsibility to ensure that the vehicle condition is signed for appropriately upon handover and West Midland Vehicles Ltd will accept no liability for any damage incurred as a result of the journey and/or any damage not noted upon delivery

The customer is aware that when the vehicle is delivered it may not be perfectly clean and may have suffered wear and tear as a result of the journey. The Customer accepts that West Midland Vehicles Ltd will not be liable for such wear and tear unless caused as a direct result of negligence.

Where one of West Midland Vehicles Ltd nominated drivers has delivered the vehicle to the Customer, the mileage shown on the odometer of the vehicle will increase from the mileage indicated on any initial order documentation supplied by West Midland Vehicles Ltd, to reflect the mileage incurred during the journey and will be indicative of the journey in miles from any supplying dealer's destination and also taking into account and mileage incurred from the vehicle's original destination when manufactured and road tested or bought into the United Kingdom where applicable.

West Midland Vehicles Ltd will endeavour to deliver the vehicle by the date specified in any confirmation of acceptance of any customer order, but West Midland Vehicles Ltd will not be liable to the Customer for any delay in delivery or for any loss (including loss of enjoyment,

use and profit), costs, damages, charges, expenses or otherwise caused directly or indirectly by any delay in delivery.

The vehicle is ordered by a company and not a person

Description and Pictures on Website

All drawings, photographs, illustrations, descriptions and advertising material on the West Midland Vehicles Ltd website are published only to give you an approximate idea of the vehicles for sale and do not form part of the contract between West Midland Vehicles and the Customer.

Status Disclosure

West Midland Vehicles Ltd is authorised and regulated by the Financial Conduct Authority. We hold full permissions with the Financial Conduct Authority for credit brokerage. Our firm reference number is 677048.

We are a broker member of the British Vehicle Rental and Leasing Association.

We are a credit broker not a lender.

We can introduce you to one of our carefully selected panel of lenders and will not refer you outside of this panel without your express additional permission.

You will not have to pay us a fee for our credit brokerage services but we will receive payment(s) from the lender if you decide to enter into an agreement with them.

Changes, Cancellations and Termination

Changes

Once a contract has been formed between you and Us, you agree and acknowledge that you will be unable to change or cancel the Order and as such you will not be entitled to a refund for any payment. It is therefore important that you provide Us with accurate information in relation to your requirements and circumstances at all stages as We accept no responsibility where the vehicle provided to you does not meet your actual requirements where these differ from those notified to Us.

Cancellation

Save where you exercise your rights (where applicable) afforded under:

- (a) the Consumer Credit Act 1974;
- (b) the Regulations;
- (c) the Financial Services (Distance Selling) Regulations 2004; and
- (d) such other applicable legislation in force from time to time,

if you wish to cancel a contract between you and Us for the finance of the vehicle then you must notify Us in writing prior to delivery of the vehicle taking place.

*The Following Additional Rights Shall Apply **Only** if you are a Consumer:*

You have the right to cancel any contract between you and Us within 14 calendar days without giving any reason. The cancellation period will expire after 14 calendar days from the date of the conclusion of the relevant contract. To exercise the right to cancel, you must inform Us of your decision to cancel by a clear statement in writing. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel a contract between you and Us, we will (save where set out below) reimburse to you all payments received from you. We will make the reimbursement without undue

delay, and not later than 14 calendar days after the day on which We are informed about your decision to cancel. Where possible we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise or we are unable to do so in which case we shall contact you to agree a suitable method of payment. In any event, you will not incur any fees as a result of the reimbursement.

Liability and Indemnity

Except in respect of death or personal injury caused by Our negligence, and subject to your statutory rights We shall not be liable for any representation (unless fraudulent), implied warranty, condition or other term, or legal duty for Loss suffered by you whether in contract, tort (including negligence), breach of statutory duty, or otherwise (even if foreseeable) arising out of or in connection with the provision of Our services.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

In any event, our entire liability under or in connection with these Terms shall not exceed the charges paid by you to Us in accordance with these Terms, except as expressly provided for in these Terms.

You agree to indemnify Us, keep Us indemnified and hold Us harmless against any Loss suffered by Us in connection with these Terms as a result of your breach of the Terms.

Complaints, Dispute Resolution and Expert Determination

Here at West Midland Vehicles Ltd, we pride ourselves on excellent customer service. Treating our customers fairly and with integrity is central to our core values as a business.

In the event that you consider that your query has not adequately been dealt with in accordance with the 'Queries' section above you may contact us to request a copy of our complaints procedure and:

- Write to: Mr StJohn Everitt at West Midland Vehicles Ltd, Westmid House, 5 Stourbridge Road, Halesowen, West Midlands B63 3TT
- Email us at: info@westmid.co.uk
- Call us on: 01215501500

Once we have received your complaint, we will contact you in the first 72 business hours to discuss your dispute and will send you written confirmation of this.

We will then conduct an internal investigation in an impartial way – obtaining additional information from internal and external sources if required. We will keep you informed at every stage, what is happening.

We aim to resolve all complaints within 14 working days. If we feel the complaint is outside of West Midland Vehicles Ltd remit, we will forward promptly to the relevant party and inform you as soon as possible.

If you feel your complaint has not been resolved in a satisfactory manner, you can refer your complaint to the Financial Ombudsman Service. You can get in touch with them in the following ways:

- Tel: 0800 023 4567 or 0300 123 9123
- Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- Email: complaint.info@financial-ombudsman.org.uk

Third Parties

Except as otherwise specified in the Terms, it is the intention of the parties that no person not a party to the Terms shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.

Entire Agreement

These Terms set out the entire agreement between the parties in connection with its subject matter and neither party has entered into these Terms in reliance on any warranty, representation or statement made by the other (which for the avoidance of any doubt includes but is not limited to any verbal discussions between the parties) which is not set out in these Terms. Nothing in these Terms purports to exclude liability for any fraudulent statement or act.

Waiver & Severability

In the event that any provision of these Terms or any part of such is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties from any relevant competent authority the parties shall amend the relevant part of that clause in such reasonable manner as achieves the intention of the parties without illegality or at Our discretion that part of the relevant provisions may be severed from these Terms in which event the remaining Terms and the remaining part of the relevant condition shall remain in full force and effect.

The failure of either party at any time or times to require performance of any provision hereof shall not affect that party's right to enforce such provision at a later time. No waiver by either party of any conditions or the breach of any term covenant representation or warranty contained in these Terms in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as a waiver of the breach of any other term covenant representation or warranty in these Terms.

Governing Law and Jurisdiction

These Terms are governed by the English law in every particular wording including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with the Website or the Order may be brought in any court of competent jurisdiction in England and Wales.