



**Spectrum Motor Centre Ltd.**

Automotive House  
Unit 1, King's Court  
Prince William Avenue  
Sandycroft  
Near Chester  
CH5 2PX

**Terms and conditions**

THE TERMS AND CONDITIONS BELOW APPLY TO ALL TRANSACTIONS BETWEEN YOU AND **SMC Automotive/Spectrum Motor Centre Ltd.** PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER AND PRINT A COPY FOR FUTURE REFERENCE AS THEY CONTAIN RELEVANT INFORMATION REGARDING YOUR RIGHTS AND DUTIES. WE WOULD SPECIFICALLY DRAW YOUR ATTENTION TO SECTION 9 REGARDING PERSONAL INFORMATION PROVIDED BY YOU.

**1. Offer and Acceptance**

1.1 When a Vehicle is determined to be available and you wish to purchase that Vehicle, we shall require from you a signed Vehicle Order. The Vehicle Order will detail the agreed Price and Specifications.

1.2 You should sign and return the Vehicle Order only if the Price and Specifications are to your satisfaction and you wish to proceed with the purchase. The signed Vehicle Order together with the Deposit shall be deemed an offer from you to Spectrum Motor Centre Ltd to purchase the vehicle detailed in the Order. Please note that you must return the signed Vehicle Order and Deposit to us within 24 hours as we cannot guarantee the Price or the availability of the Vehicle beyond that period.

1.3 The receipt of a signed Vehicle Order creates a binding contract between Spectrum Motor Centre and the Customer.

1.4 Should your order be in conjunction with an application for finance, please note that all quotations are for illustration purposes only and do not constitute an offer to enter into a legally binding contract. Credit is available to persons of 18 years and over subject to status and credit approval. Guarantees and Indemnities may be required. Quotations for credit are valid for a maximum of 28 days and are subject to any changes in vehicle prices, residual values, supply terms, statutory legislation or interest rates. Once the credit approval has been obtained and the order agreed the acceptances for credit and vehicle quotations are valid for a maximum of 90 days from issue. Quotations and acceptances may be subject to change outside of these timescales.

1.5 You acknowledge that once Spectrum Motor Centre Ltd has commenced provision of certain services after acceptance of your Vehicle Order you will incur certain costs that will not be refundable in the case of a cancellation even where the cancellation is allowed under section 6.

**2. Price and Payment**

2.1 For a vehicle order to be initiated you must pay a minimum deposit of £500 either prior to or at the same time as you submit the order form. (For higher value vehicles we may request a higher deposit). Your deposit payment can be made by either credit, debit card or electronic bank transfer (see 2.4 for fees in relation to credit card transactions). When the Vehicle is ready we will contact you to agree on an appropriate payment date and method. Once payment of the Balance has been made we will then supply a final invoice.

2.2 All Prices quoted on our web site are for information purposes only and do not constitute an offer by the company capable of acceptance by you. All prices quoted on the Vehicle Order will, unless stated otherwise, include VAT, number plates, 12 months road fund licence and the first registration fee.

2.3 The balance of the Purchase Price, this being the Price less the Deposit and the amount of any Part- Exchange Valuation agreed by us, shall be paid before delivery or collection of your Vehicle. Payment can be made by either credit card (see 2.4 for fees that may apply), electronic bank transfer or an agreed method to our holding company account (Spectrum Motor Centre Ltd). We will not proceed with Delivery/collection of the vehicle until we receive cleared funds into the Account in the amount of the balance.

2.4 Payments made by personal debit card are free of charge. However, credit card payments are charged at the rate of 2.5% of the transaction amount (please note that the prices on the site do not include these fees). Where payment is made by credit or debit card the relevant consumer and credit legislation will apply. We reserve the right to refuse your order where the card issuer refuses to authorise payment or where we have any other legitimate concerns about your payment.

2.4.1 If you pay the balance on a commercial debit card (i.e. business or company card), then there will be a surcharge of 1.6% added to the balance.

2.5 Spectrum Motor Centre Ltd, if you so require, can offer you finance with one of our finance providers. All offers of finance will be subject to status. If your order is to be completed with the drawdown of a finance or lease agreement please note that we must receive cleared funds from the funder before the Vehicle is delivered/released.

2.6 Please note that the vehicle will remain the property of Spectrum Motor Centre Ltd until full and final payment is received by us. Failure to pay any sum when due under the Contract will result in the application of interest on the outstanding amount from the due date for payment at the annual rate of 6% above the base lending rate from time to time of Bank Of England, accruing on a daily basis until payment is made. If no specific due date for payment has been agreed, the due date for payment shall be deemed to be:

1. The date falling 10 days after receipt of the final invoice; or
2. (If earlier in time) the date of actual Delivery or Collection of the Vehicle; or
3. (If earlier in time) the date falling seven days after the date of the notice we give to you that the Vehicle is ready for Delivery or Collection.

### 3. Refund of Deposit

3.1 Once an order has been placed and a vehicle has been commissioned any deposit received is deemed non-refundable. Where a vehicle has been ordered to a customers specification/ requirements Spectrum Motor Centre Ltd reserves the right to charge a fee (i.e. retain deposit) to cover any costs incurred as a result of a cancelled/amended order, unless agreed in writing prior to delivery.

3.2 If Spectrum Motor Centre Ltd, for any reason, is unable to fulfil your specific vehicle order then we will return in full any Deposit paid by you to us as soon as possible and will be under no further liability whatsoever to you.

3.3 The Estimated Delivery Date specified in your Vehicle Order is representational of the time we believe it will take to deliver the vehicle. We will do all that we reasonably can to ensure that the vehicle is delivered by the Estimated Delivery Date and we shall inform you as soon as is practicable if we are unable to deliver the Vehicle by that estimated delivery date. If delivery has not taken place within 28 days of the Estimated Delivery date, you will be entitled to cancel the contract and receive repayment of your Deposit unless you have agreed otherwise, verbally or in writing, to accept a late delivery. Where delay is caused by circumstances beyond our control we will not be liable for any damages related to the delay.

3.4 If the Order is cancelled by you as a result of a breach by us of any of the conditions of the Contract, or as a result of you exercising your right to cancel following Delay as outlined in Clause 3.2, then you are entitled to a refund of your Deposit.

### 4. Changing the Order

4.1 After you have signed the Vehicle Order, the Specifications and Price are fixed and may only change as follows:

4.1.2 If, following an Order for a generic vehicle model, the manufacturer changes the Specifications or price or model year then you will have the option either to accept the Vehicle with the changed Specifications, Price or model year (and pay any resulting increase to the Price) or to cancel the Order and receive your deposit back in full.

4.1.3 If, following the acceptance of your order, it is later determined that the manufacturer has displayed inaccurate or incomplete information on their website and this has resulted in the quoted price or specification being unavailable, Spectrum Motor Centre Ltd will not be held responsible for the completion of the contract

4.1.4 If the cost of road fund licence or the rate of value added tax increases then you will be required to pay the increased amount.

### 5. Delivery

5.1 All prices quoted do not include delivery to mainland England and Wales. Transported delivery, or driven, unless otherwise stated

Delivery outside mainland England and Wales may be subject to additional charges but will be detailed on your Vehicle Order.

5.2 Should you request a delayed delivery for any reason then we agree to do all that we reasonably can to store the vehicle for you until you are ready to take delivery. We may still require payment on the due date which may be prior to delivery and in the meantime, you agree to pay in full for any storage charges that may occur.

5.3 If you have chosen to have the vehicle delivered you acknowledge and understand that in some instances the vehicle may not be totally clean and may have suffered reasonable wear and tear as a result of the journey.

You accept that Spectrum Motor Centre Ltd is not liable for such wear and tear unless it goes beyond what could reasonably be expected as a result of the journey.

5.4 When your vehicle is delivered you will be invited to inspect the vehicle and sign a delivery Acceptance Note. By signing this note you will be deemed to have accepted the vehicle in the condition it arrives. If you find any damage to the vehicle you should detail any such damage on the Delivery Acceptance Note before signing it. If you do not wish to accept delivery of the vehicle because of such Damage, then DO NOT sign the Delivery Acceptance Note. In the event that there is damage to the vehicle but you still wish to accept delivery, and provided that you have noted such damage on the Delivery Acceptance Form, then you will have the right to have the damage made good.

Spectrum Motor Centre Ltd cannot be responsible for any claim of damage to the vehicle if it is not brought to our attention on the Delivery Acceptance Note.

5.5 Where the vehicle supplied by Spectrum Motor Centre Ltd is pre-registered you understand and accept that you shall not be the first recorded owner on the V5 Logbook.

5.6 Spectrum Motor Centre Ltd will charge a cancellation fee In the event that you have specified a Delivery Arrangement with us, and you subsequently choose to re-arrange or cancel such Delivery Arrangement less than 48 hours before delivery is due to take place, please note that you may be subjected to a cancellation charge of up to the value of your deposit.

## 6. Cancellations

6.1 We may cancel your Vehicle Order immediately if any of the following occurs:

6.1.1 The manufacturer ceases to make the type of vehicle you ordered;

6.1.2 The vehicle Order has been formed upon the basis of a substantive error in terms of the Order Form including a typographical or mathematical error with respect to the price or specification; or if the Vehicle Order has been formed upon the basis of inaccurate information contained on the manufacturer's website or literature.

6.1.3 The completion of the Contract is dependent upon the draw-down of a finance or leasing agreement and following the failure of the finance company to pay over the funds due on that agreement you are unable to provide an alternative method of funding.

6.1.4 You materially breach any term of the Contract, including failure to make any payments when due; or

6.1.5 You fail, within 14 days of being asked to do so, to nominate an address for the delivery of the vehicle to you, or you fail to take delivery of the vehicle when delivery is attempted by us at the address specified for delivery in the order.

6.1.6 In the event that we cancel your Vehicle Order pursuant to clause 6.1.3, 6.1.4 or 6.1.5 above, then we will do our best to find an alternative buyer for the Vehicle. If we cannot find an alternative buyer, we reserve the right to forfeit some or all of your deposit as compensation for any losses caused directly by your breach. Spectrum Motor Centre Ltd will not be liable for any consequential loss incurred due to cancellation of Order.

6.2 You may cancel your vehicle order if any of the following occurs:

6.2.1 Spectrum Motor Centre Ltd materially breaches the agreement;

6.2.2 The vehicle, at the time of delivery/collection does not match the Specification on the Vehicle Order (unless otherwise agreed beforehand).

6.2.3 The vehicle order has been formed upon the basis of a substantive error in terms of the Order Form including a typographical or mathematical error with respect to the price or specification;

6.2.4 You choose to exercise your right to cancel in accordance with Clause 5.2 (excess delay in the Delivery of your vehicle); or

6.2.5 Any of the circumstances outlined in Clauses 6.1.1, 6.1.2 above (change of specifications or model year, or increase in price by the manufacturer).

6.3 In addition, you have a right under the Consumer Protection (Distance Selling) Regulations 2000 ("the Regulations") to cancel your order for any reason without charge. This cancellation right begins on the date of delivery/collection and ends on the expiry period of 7 working days (Saturdays, Sundays and Bank Holidays are not considered to be working days) from the date of delivery/collection. Any monies paid will be returned. However, you do not have this right of cancellation if the vehicle has been made to your specification or has had specifications added that have clearly personalized the vehicle. (See 6.31)

6.31 Any vehicle with any specified additions or modifications over and above the standard factory specification. This can include Colour, trim, Engine performance upgrades, external & interior enhancements etc (this is NOT a complete list).

6.4 If you exercise your right to cancel an order after delivery of the vehicle then:

6.4.1 You must inform Spectrum Motor Centre Ltd as soon as possible in writing to Spectrum Motor Centre Ltd, Unit 1 Kings Court, Prince William Avenue, Sandycroft, Nr Chester, CH5 2PX. If the vehicle is rejected on delivery then you must also notify delivery driver immediately and make a written note of this on the Delivery Acceptance Note;

6.4.2 You will either return the Vehicle to us at your expense or allow us to collect the vehicle from you. If we have to collect the vehicle from you we will be entitled to charge you for the related costs involved for the recovery;

6.4.3 You must keep the vehicle in the same condition as it was delivered or collected until it is either returned or collected. There should be no material increase in the mileage recorded at delivery or date of collection.

6.4.4 You must when the vehicle is returned or collected provide to us the keys, V5 registration document (if available) and all other documentation and items supplied with the vehicle

6.4.5 You must compensate us for any damage you have caused to the vehicle or any use you may have made of the vehicle which has reduced its value.

6.5 Should you wish us to make good any missing specifications or damage to the vehicle instead of choosing to cancel the contract and receive a refund, then, provided you have noted such missing specification or damage on the collection/Delivery Acceptance Note, and to the extent that it is reasonably practicable for us to do so, we shall do our best to do so within a reasonable period of time having consideration to the nature of the repairs required. If it is not reasonably practicable for us to make good any missing specifications or damage to the vehicle we shall offer you a full refund of the price. This does not affect your statutory rights.

## 7. Part-Exchange Vehicles

7.1 If Spectrum Motor Centre Ltd agrees to accept your Part-Exchange Vehicle in lieu of payment of the amount of the Part-Exchange Valuation then we do so subject to the following conditions:

7.1.1 That the Part-Exchange Vehicle is your own property and is either free from all encumbrances or is subject only to one or more encumbrances capable of a cash settlement, in which case we will (after we have received your Part-Exchange Vehicle and delivered the vehicle to you) apply an appropriate amount of the Part-Exchange Valuation to any appropriate third party to discharge any such encumbrances, and you accept that the amount of the Part-Exchange Valuation shall accordingly be reduced (and the amount of the Price payable by you in cleared funds correspondingly increased) by the amount required to discharge any such encumbrances;

7.1.2 Should we require to do so, that we have been given reasonable opportunity to examine your Part-Exchange Vehicle to confirm the appropriate level of the Part-Exchange Valuation and that such examination has taken place to our satisfaction;

7.1.3 That we receive your Part-Exchange Vehicle from you in substantially the same condition as was specified by you in the information provided to us pursuant to which the Part-Exchange Valuation was calculated and that the statements and representations made by you in relation to your Part-Exchange Vehicle (including all statements, assessments and representations submitted by you on the site) are accurate and complete in all respects;

7.1.4 That you have disclosed to us, prior to the Part Exchange Valuation, all facts that may materially effect on the value of the Vehicle; and

7.1.5 That your Part-Exchange Vehicle is collected by us at the same time as or before delivery of the vehicle is made to you, and that title in your Part-Exchange Vehicle passes to us absolutely upon collection.

7.1.6 That your Part-Exchange Vehicle has a valid MOT and road tax and is in a condition suitable for use on the public highway, unless formally agreed by us, at the time of collection by us.

7.1.7 That all vehicle documentation, V5C registration certificate, valid MOT certificate, service history and standard equipment (i.e. parcel shelf, spare wheel) relating to your Part-Exchange Vehicle, unless formally agreed by us, is made available at the time of collection by us.

7.2 If any of the conditions set out above are not satisfied we will be discharged from any obligation to purchase your Part-Exchange Vehicle or to confirm the Part-Exchange Valuation, in which circumstances we will have the choice to decide whether:

7.2.1 You will be bound to pay the price in full in accordance with these conditions without the Part-Exchange Vehicle,

7.2.2 We will accept the Part-Exchange Vehicle and make an appropriate deduction in the Part-Exchange Valuation (by recalculating the value of your Part-Exchange Vehicle where appropriate) to fairly and adequately compensate us for any inconvenience, losses, expenses or charges we incur, and you will then be bound to pay the price in accordance with these conditions utilising the Part-Exchange Valuation as varied, (unless you are legitimately cancelling the Contract in accordance with Clause 5.4).

7.3 If for whatever reason you do not allow us to collect your Part-Exchange Vehicle within a period of 60 days of the date of the Part-Exchange Valuation, the total mileage of your Part-Exchange Vehicle on collection by us exceeds the estimated mileage used for the purposes of calculating the Part-Exchange Valuation; then we reserve the right to recalculate the value of your Part-Exchange Vehicle to take account of the increased mileage and any other factors which may reduce the value of your Part-Exchange Vehicle since the Part-Exchange Valuation was calculated, and you agree to be bound to pay the price in accordance with these conditions utilising the recalculated value of your Part-Exchange Vehicle in the contract.

7.4 Where we have agreed the Part-Exchange Valuation of your Part-Exchange Vehicle in accordance with these conditions, and you cancel the contract after we have collected the Part-Exchange Vehicle from you, we may (in our absolute discretion) either return the Part-Exchange Vehicle to you or pay to you a sum of money equal to the amount of the Part-Exchange Valuation of the Part-Exchange Vehicle.

## 8. Use of the Website

8.1 All material on the Website (the "Content") is the property of Spectrum Motor Centre Ltd. You may not reproduce part or all of the content of the Website in any form unless it is for personal, non-commercial use. You may not copy or otherwise incorporate into or store in any other Website, electronic retrieval system, publication or other work any of the content of the Website in any form (whether hard copy, electronic or other). You may not frame or link to the Website or any part of it without our permission (although we will generally be happy with a link that promotes the Website). You may not use the Website for any illegal or unlawful purpose.

8.2 In particular, but without limiting the generality of the above, you may not do any of the following without prior written permission from Spectrum Motor Centre Ltd:

8.2.1 Redistribute any of the content (including by using it as part of any library, archive or similar service);

8.2.2 Remove the copyright or trade mark notice from any copies of content made under these terms; or

8.2.3 Create a database in electronic or structured manual form by systematically downloading and storing all or any of the content.

8.3 You acknowledge that Spectrum Motor Centre, SMC Automotive & SMC logos are the trade marks of Spectrum Motor Centre Ltd and that you may not use them without written permission from Spectrum Motor Centre Ltd

8.4 You may use the Website to purchase products or services from Spectrum Motor Centre Ltd third party partners. In that event, your contract for such products will be with the third party partner and will be subject to that third party's terms and conditions. Spectrum Motor Centre Ltd cannot be responsible for any aspect of the relationship between you and the third party partner in particular anyone advertising used vehicles through the Website. Parts of the Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all legal and regulatory requirements. Spectrum Motor Centre Ltd will not be responsible for any error or inaccuracy in advertising material.

8.5 Spectrum Motor Centre Ltd makes every effort to ensure that the content on the Website is accurate and will endeavour to make the Website available at all times but we neither assume responsibility for, nor accept any liability in relation to any technical inaccuracies or typographical errors and omissions on the site and do not guarantee that the Website and the content will operate without interruption. Spectrum Motor Centre Ltd excludes any liability for any errors and omissions on the Website or any loss caused by the use of or inability to use this site.

8.6 Other than those contained in these Terms and Conditions, and your statutory rights Spectrum Motor Centre Ltd does not give any warranties in respect of the Website or content or the products or services available through the Website and makes no representations as to the fitness for a particular purpose of any products or services available on the site. Spectrum Motor Centre Ltd does not accept liability for any consequential or incidental damages (including but not limited to lost profits, loss of privacy) or for any other indirect, special, or punitive damages whatsoever that arise out of or are related to the use of the Website or the purchase or use of any products or services from the site.

8.7 All photos, drawings, descriptive matter, specifications and advertising appearing on the Website are issued or published for the sole purpose of giving an approximate idea of the vehicles described in them. The vehicle models pictured and described on the Website are illustrative of the model generally, and may include optional extras, and should not be taken as representing the exact vehicle you may choose. As indicated below, should you decide to purchase a vehicle, you should review the exact specifications contained in the Vehicle Order, as these will form the precise description of the Vehicle you are purchasing. Manufacturers can change specification at any time within their remit, so standard specification may change and Spectrum Motor Centre Ltd will not be held responsible for any change in specification, be it the removal of a standard feature listed on [www.spectrummotorcentre.co.uk](http://www.spectrummotorcentre.co.uk) or the addition of a new standard feature. Manufacturers constantly seek ways to improve the specification, design and production of its vehicles and alterations take place continually. Whilst every effort is made to produce up to date features and specifications, this site should not be regarded as an infallible guide to ANY products and services, nor does it constitute an offer for the sale of any particular vehicle.

8.8 Spectrum Motor Centre Ltd may wish to change these Terms and Conditions (including those relating to your use of the content) at any time and without notice to you. By using the Website following any changes to the terms, you agree to be bound by those changes.

8.9 The display of vehicles on the Website and/or any quotation given by us to you on the Website in respect of any vehicle shall not constitute an offer by us to sell or supply any vehicle and prior to the signature by you of the Vehicle Order we reserve the absolute discretion to refuse to accept any order from you, or to refuse to sell or supply any vehicle to you, without the need to provide any reason therefore.

#### 9. Privacy Policy

9.1 In the performance of the Contract, we may collect certain personal information relating to you (such as your name, address, bank or credit card details, telephone number and e-mail address) ("Personal Information"). Spectrum Motor Centre Ltd is committed to protecting your privacy. We understand that personal information is especially sensitive and that you may have concerns about sharing personal information with us. We believe you should control the amount of information we receive about you.

9.2 We will not collect or process sensitive personal information relating to you (such as your political or religious beliefs, racial or ethnic origin, sexual life or health) without your explicit consent and your personal information will be processed by us for the purposes of (collectively "the Purposes"):

- i. The performance of the Contract; and
- ii. To check your credit record with any credit reference agencies and for fraud prevention purposes (which will include the supply of your Personal Information to third parties for such purposes) should you decide to apply for finance.

9.3 By entering into a contract, you consent to the processing and disclosure of the personal information to other parties for the purpose of processing and fulfilling your order. You also agree that the purposes for the processing may be amended to include other uses or disclosures of personal information following notification to you.

9.4 You agree that we may notify you from time to time about functionality changes to our website, the services that we provide and details of special or promotional offers

9.5 We agree to keep all Personal Information in a secure environment and will comply with the Data Protection Act 1998 and any other applicable data protection legislation currently in force.

9.6 If you wish to update or correct any inaccuracies in your personal information or if you have any other comments or complaints in relation to this services agreement or the vehicle order please let us know by e-mail to [sales@spectrummotorcentre.co.uk](mailto:sales@spectrummotorcentre.co.uk)

#### 10. Use of Cookies on our Website

10.1 A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number. Two types of cookies are used on the Site: 1. session cookies which are temporary cookies that remain in the cookie file of your browser until you close the browser; or 2. Persistent cookies which remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie). Cookies can help a website to arrange content to match your preferred interests more quickly. Most major websites use cookies. Cookies cannot be used by themselves to identify you.

10.2 We use session cookies to allow you to carry information across pages of our Website and avoid having to re-enter information.

10.3 We use cookies: 1. to help us recognise you as a unique visitor (just a randomly generated number) when you return to our Website and to allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly; 2. Within research surveys to ensure you are not invited to complete a questionnaire too often or after you have already done so; or 3. to track whether advertisements are clicked on by users.

10.4 On occasion third parties may also serve cookies via this site. These are used for the following purposes: 1. to compile anonymous, aggregated statistics that allow us to understand how users use our Website and to help us improve the structure of our Site. We cannot identify you personally in this way; 2. to serve advertisements on our Website and track whether these advertisements are clicked on by users.

10.5 You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our Website if cookies are disabled. For information about how to disable cookies in your browser please visit the About Cookies website.

## 11. Limitation of Our Liability

11.1 Our entire financial liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract to you in respect of: 1. any breach of these Terms and Conditions; 2. any use made by you of or resale by you of a Vehicle; and 3. any representation, statement or tortious act or omission including negligence arising under or in connection with the contract, shall be limited to the price, and we shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of a Vehicle (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the contract unless such delay exceeds 180 days.

11.2 Force Majeure The Company will be released from our obligations under any agreement with you and we will not be under any liability whatsoever to you in the event that we are prevented or delayed from performing this agreement (i.e. supplying or making delivery of any Vehicle to you) in the event of national emergency or prohibitive Governmental regulation or by any reason or cause beyond our reasonable controls.

11.3 Nothing in these conditions excludes or limits the liability of the Company: 1. for death or personal injury caused by the Company's negligence; or 2. under section 2(3), Consumer Protection Act 1987; or 3. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or 4. for fraud or fraudulent misrepresentation.

11.4 We may on occasion offer you certain products and services from our suppliers in connection with the vehicle you are purchasing, for example free motor insurance. Please note that in these instances we will put you in touch with the supplier and any contract made for the provision of these products or services shall be between yourself and the third party supplier and not between yourself and Spectrum Motor Centre Ltd. We may for our and your convenience refer to the product or service on the Vehicle Order but this shall not form a term of the contract and we shall not under any circumstances be responsible for the on-going provision of that product or service.

## 12. Amendments to these Conditions

These conditions apply to all the Company's sales and any variation to these conditions and any representations about the goods shall have no effect unless expressly agreed in writing and signed by a representative of Spectrum Motor Centre Ltd. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in the contract. Nothing in this condition shall exclude or limit the company's liability for fraudulent misrepresentation. For the avoidance of doubt, any finance agreement or agreement for the purchase of a used Vehicle you may enter into will be separate agreements made between you and a third party.

## 13. Contacting Us

Any notice under the contract (including any amendment to the Vehicle Order) may be given by first class post, fax or electronic mail to the address, fax number or electronic mail address last notified by the recipient.

## 14. Assigning the Contract

14.1 We may at any time without prior notice to you cause all or any part of our rights, benefits and/or obligations under the contract to be transferred to any associated or successor company (including by way of a transfer of assets or shares) or to any company to which we transfer all or a significant part of our assets by delivering to you a written substitution notice.

14.2 This Contract is personal to you and you may not transfer it without our prior written approval. Such approval will not be withheld without good reason.

## 15. Complaints

If you have any complaint about our performance, please contact our customer services department by writing to

Complaints Spectrum Motor Centre Ltd, Unit 1 Kings Court, Prince William Avenue, Sandycroft, Nr Chester CH5 2PX or by email to [sales@spectrummotorcentre.co.uk](mailto:sales@spectrummotorcentre.co.uk)

16. Warranties

16.1 If the Goods to be supplied by the Seller are new or used, the following provisions shall have effect:

16.1.1 The Seller undertakes that it will ensure that the pre-delivery work specified by the manufacturer or concessionaire is performed and that it will use its best endeavours to obtain from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by it to the seller or purchaser.

16.2 Any Vehicle which has been customised or modified in any way from manufacturers' specification will deem any warranty (unless otherwise stated) exempt.

17. Governing Law and Jurisdiction

This Services Agreement is governed by English law. If a dispute arises from this agreement which cannot be resolved, then you and we hereby submit to the non-exclusive jurisdiction of the English Court, provided that you must bring court proceedings within the United Kingdom.

18. Statutory Rights

As a consumer, you have certain statutory rights regarding the rejection of defective services and claims in respect of losses caused by our negligence or failure to meet our obligations.

19. Third Party Rights

A person who is not a party to this Services Agreement shall acquire no rights under it by virtue of the Contracts

(Rights of Third Parties) Act 1999.

I CONFIRM I HAVE INITIALLED PAGES 1-11 AND SIGNED BELOW ON THIS PAGE 12 TO ACCEPT ALL

TERMS AND CONDITIONS SET OUT BY SPECTRUM MOTORE CENTRE T/A

[www.spectrummotorcentre.co.uk](http://www.spectrummotorcentre.co.uk)

Customer:

PRINT NAME \_\_\_\_\_

SIGN NAME \_\_\_\_\_ DATE \_\_\_\_\_

Signed on behalf of Spectrum Motor Centre Ltd: \_\_\_\_\_