

# Electric Car Warranty Policy Document

## Introduction

At Drive Green, we will have done everything possible to ensure your vehicle meets your expectations but in the unlikely event that you encounter a problem, we are here to help. Electric cars are very simple vehicles mechanically and do not require the same levels of maintenance, servicing or repairs as other internal combustion engine vehicles. Our warranty options are here to help you move into electric vehicle ownership without worry.

This warranty is designed to provide protection against sudden or unforeseen failures to listed Key components. To ensure peace of mind motoring it is important that you understand the cover provided so please read this booklet including the definitions, terms, and conditions carefully.

### ***Please note:***

This agreement does not cover replacing parts that have not actually failed or will need to be replaced in the future, or have simply worn or have excess play/movement, or have seized. Unfortunately, we cannot make your used car new.

No warranty can cover for worn or wearing components on a used car. The warranty is not a reconditioning tool to replace things as they wear on your car, rather it will cover for components that have actually physically broken or have a permanent electronic defect, that deems the car unroadworthy. Even a brand-new car warranty will not pay for normal wear and tear.

In the event of a warranty claim, you will be advised by our legal team whether the issue or requested repair is claimable under a used car warranty.

## Warranty Options

### **Manufacturer's Warranty**

Many of our used cars are still covered either in full or partially by their manufacturer's warranty. Where this is the case your warranty resides with the manufacturer of the vehicle in accordance with their warranty terms and conditions. In the event of a warranty claim, you will need to contact your local main dealer franchise to arrange inspection and repair.

### **Drive Green Standard Warranty**

As standard, your car comes with a 3 month Warranty Cover from Drive Green, on any vehicle that has surpassed the end date of the original manufacturer's warranty. This is a more limited 'return to us' at Drive Green warranty, however, it still provides the same cover as laid out in our warranty terms and conditions. NOTE: We will not be able to collect and return a vehicle as part of any warranty claim and you are required to return the vehicle to Drive Green for any warranty claim work to be assessed or undertaken.

## **12-month Extended Gold Warranty**

We also offer for an additional fee a more comprehensive 3<sup>rd</sup> party 12 month warranty option, that covers all the elements laid out in this warranty document for a full 12 months, plus it allows you to use your local garage for repairs as long as they are members of the 'Good Garage Scheme'. This additional warranty can also be further extended with the warranty provider at the end of the 12 month term.

## **What is covered**

The following components are covered for a sudden or unforeseen electrical or mechanical failure, subject to the terms and conditions of the warranty being fully complied with:

### **Driving Systems (Front/Rear)**

All components including bearings, driveshaft, prop shaft, constant velocity joint, four-wheel-drive units.

### **Breaks**

All components including master cylinders, wheel cylinders, brake callipers, servo, brake pumps, brake limiter valves, ABS computer/sensors/pumps.

### **Steering**

All components including rack and pinion, steering box, idler box, power steering rack/ramp and pump, pressure pipes, reservoir, steering column.

### **Air-conditioning system**

All components including air-conditioning pump, condenser, evaporator, (when fitted as standard and excluding accidental damage).

### **Front/rear suspension**

All components including shock absorbers, coil springs, ball joints, swivel joint, McPherson strut, suspension arms, anti-roll bar.

### **Wheel Bearings**

Failure all the front and rear wheel bearings.

### **Electrics**

Front and rear window/headlamp wiper motors, heater fan motor, indicator interrupter unit, electric window motor, sunroof motor, instrumentation gauges, centralised locking solenoids/pumps, switches, relays, sensors, horn.

### **Traction Battery**

Failure of the traction battery where it causes a control or driveability fault only.

### **Electric Control Modules**

Failure of an electric control module (ECU) to operate either the electric drive motor or any other vehicle electrical components (BCM Modules).

### **Electric Drive Motor**

Failure of the electric drive motor.

## Items That Are Not Covered

(Not an exhaustive list) Include break frictional material (such as brake discs and pads), consumables, glass, interior and exterior trim, bodywork, tires, keys or remote fobs, charging cable, paintwork, air-conditioning re-gassing or pipes, wiring, wiper blades, or suspension bikes, door trims, worn or wearing suspension components, carpets, Bluetooth connections that are not compatible, satnav/entertainment systems, vehicle chassis, bulbs and lamps.

## Common Questions

Q. Can I use my own garage for repairs?

A. Yes, you can if you opt for Drive Green's Extended 12 month Gold Warranty option. Preferably a local independent garage that is part of the good garage scheme. You can use a main dealer if you wish as long as you are prepared to pay the difference in the charges compared to a local independent garage. If you do not opt for the Extended 12 Month Premier Warranty, your car will be covered by Drive Green's limited standard 3 month warranty, in which case you will only be able to use Drive Green's approved garage for repair, and the car will need to be returned to Drive Green for assessment and any subsequent repairs to be carried out.

Q. Do I have to pay the garage myself and then claim back the cost from you?

A. No. We can pay our garage directly, and if you have a Premier Warranty, the warranty administrator will pay your chosen garage directly for the authorised sum before you collect your car. All the warranty administrators ask is that the garage email or fax their invoice first.

Q. What happens if I need to make a claim?

A. In the event of a failure, you must contact Drive Green if you have the standard 3 month warranty, or the claims administrators number (which you will be provided with) if you hold the 12 month Gold Warranty. All claims need to be pre-authorised in every instance.

Q. Does my warranty cover for worn out components?

A. No it does not. No warranty can cover for worn or wearing components on a used car. The warranty is not a reconditioning tool to replace things as they wear on your car, rather it will cover for components that have actually physically broken or have a permanent electronic defect. Even a brand-new car warranty will not pay for normal wear and tear.

Q. Do I need to get my vehicle serviced?

A. Yes, you do only at the correct times/mileage in accordance with the manufacturer's recommendations after you take delivery of the vehicle. We are not interested in the service history of the vehicle prior to you purchasing it. The service does not have to be completed by a main dealer unless you want to maintain a full dealer history, but please ensure that you retain the relevant receipts as proof.

Q. Does my warranty cover diagnostic charges?

A. The warranty does not cover plug-in diagnostic charges as there is no set time for doing this. What might take one garage 10 minutes to diagnose may take another two hours so these costs cannot be built into the warranty costs.

Q. Will I have to pay for anything?

A. When your claim is authorised This will be for a specific sum of money agreed with your repairing garage. You may have to pay any warranty excess and/or for components that are not covered under the warranty, plus any amount over and above the claim limit of your warranty.

## **12 Month Gold Warranty Additional benefits**

Providing you have a valid claim and that we have authorise the additional benefit(s) prior to the repair being completed, you may use the service details below. Also, take note that the additional benefits listed are included within and subject to the claim limit as stated in your schedule.

### **Recovery Fees:**

We recommend that all motorists subscribe to and approved recovery organisation as this provides worthwhile assistance at a reasonable cost (such as recovery to your destination, home start, caravan cover and even hotel accommodation). If however, you do not have such membership, then providing you have a valid claim and the recovery is to the nearest suitable repairing garage only, then we will authorise the first £50 plus VAT of recovery fees on your behalf. Please note that you must contact the warranty administrator for prior approval before incurring any recovery charges or costs as we may be able to arrange suitable recovery at no cost for you.

### **Vehicle Hire:**

In the event of a valid claim and providing the manufacturers and repairers repair time exceeds eight working hours, we will authorise up to £40 per day inclusive of VAT and fuel towards the cost of a replacement vehicle.

Please note that there is no automatic right for Either us or your garage to provide a courtesy vehicle however we will endeavour to make sure that you are inconvenienced the least amount. The 8 hour clause reflects that either us or your garage to provide a courtesy vehicle however we will endeavour to make sure that you are inconvenienced the least amount. The 8 hour clause reflects the "hands-on" standard ICME working time and not the Unavailability of parts or the fact that the garage cannot fix the vehicle that day.

### **Warranty Renewal:**

When your warranty is due to expire you will be notified in advance so that you have the chance to purchase further cover at a preferential rate. Statistics show that the older the car and the higher the mileage, the more likely it is to breakdown. Extending your warranty protects you against future costly repairs and we can even spread the cost for you. For more information about the costs and payment options please contact the warranty administrator.

# Important Information

## The Cover We Provide

Should a covered component fail as the result of a mechanical breakdown we will cover the cost of its repair or its replacement in line with the terms of this agreement. Our liability for repair is limited to the claim limit shown on the warranty schedule. If we accept a claim we reserve the right to take wear and tear, according to age and mileage into consideration when settling the claim. The Gold 12 Month Warranty is not suitable for main dealers and the claims administrator reserves the right to refer you to a non-franchise repairer at the time of a claim. For the Drive Green Standard 3 month warranty repair can only be completed at Drive Green's approved garage.

## Important Note

You are covered only for the parts described in this agreement. You must not have any repairs completed without our prior approval. We will issue a claims authority number to confirm our agreement to cover the agreed costs. With the Gold Warranty, the claims administrators will act on behalf of the Drive Green, with the claims arising under this agreement. At the time of the claim being admitted your vehicle must be taxed, insured and have a current MOT certificate. We reserve the right to request proof that your vehicle is legally entitled to be used on the road. The agreement is not a "new for old" Cover, therefore you may be asked to contribute towards the cost of the parts/labour charges in the event of betterment or enrichment. You may only claim for some components once during the warranty period.

## Servicing Requirements:

It is a condition of this agreement that you must have the vehicle service at the correct time/intervals/mileages as directed by the vehicle manufacture (including any alteration to service intervals, component replacement intervals, or modifications issued after manufacture of your vehicle by the manufacturer). If you do not comply with this condition your claim may be declined even if your claim is not in respect of a service-related fault. It is your responsibility to establish the correct intervals for your vehicle.

## What to do in the event of a mechanical breakdown:

In the unlikely event of a mechanical breakdown please ensure authorisation is obtained by your repairing garage prior to undertaking any work to your vehicle. We will not be liable for repairs that commence, or completed without us issuing acceptance and nor does the warranty cover upgraded or revised software/firmware, including software/firmware patches and upgrades.

## Warranty Terms and Conditions Introduction

In order that we provide you with the best possible level of service assistance from us we ask that you read this agreement carefully. Your warranty may be handled and administered by a third party appointed by Drive, approved as claims administrators to act on claims arising under the agreement. Any disputes will be handled directly by our associated Legal Team.

### Definitions

The words or expressions detailed below have the following meaning wherever they appear in this agreement.

**Agreement:** Including the schedule agreement between us and you as detailed in the schedule for the provision of the mechanical breakdown warranty described in the agreement.

**Claim limit:** The maximum amount we have agreed to pay towards an individual claim.

**Mechanical Breakdown:** In the sudden or unforeseen breakage of a covered component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed. This agreement does not cover replacing parts that have not actually failed or need to be replaced as “part of good engineering practice”, or have simply worn or have excess play/movement, or have seized. Unfortunately, we cannot make your used car new.

**Owner/You/Your:** The purchaser of the vehicle forming the subject matter of this agreement as specified in the schedule.

**Period of Cover:** The period of time that this agreement is valid.

**Schedule:** schedule attached to this agreement providing details of you, your vehicle, period of cover we have agreed to provide and the level of cover provided.

**Vehicle:** A motor-vehicle or motorcycle supplied by your dealer specified in the schedule being less than 3.5 tonnes.

### Warranty Administrator/Us/We/Our

On the purchase of a vehicle you will be notified separately who the claims administrator is, if it is not Drive Green. Our Extended 12 month Warranty is administered by a third-party administrator, who will contact you directly post purchase, and will be named on your warranty cover documents.

### Data protection act

Your data is treated in accordance with the provisions of the data protection act 1998, as amended from time to time. To administer this agreement we will hold and use information about you supplied by you or your dealer. Your information is not shared with any third party except in assisting us in administering this agreement. You may apply to see a copy of the information we hold on you by writing to us.

Your data is treated in accordance with the provisions of the data protection act 1998, as amended from time to time. To administer this agreement we will hold and use information about you supplied by you or your dealer. Your information is not shared with any third party except in assisting us in administering this agreement. You may apply to see a copy of the information we hold on you by writing to us.

### Limit of Scope

This agreement is only valid in the United Kingdom.

### Dealer

Drive Green - The supplying dealer of the vehicle and this agreement detailed on the warranty schedule.

## Warranty Terms and Conditions

1. Diagnostic, investigatory and temporary repair charges are not covered This agreement under any circumstances. We will authorise and pay for the part(s) and standard manufacturers repair time to rectify the fault (when agreed by us) up to the maximum claim limit as stated on your schedule. It is up to you to authorise diagnostic work, investigatory and temporary repairs and to pay such charges direct to the repairing garage.

2. No repairs are to be commenced without our prior authorisation. We will issue a claims authorisation number which you must “in each communication you have with us. Any claims authorisation numbers that we have issued automatically expire after a period of 90 days where no documentation has been received to support the claim. This warranty will not offer any reimbursement for repairs if you have not followed the correct claims procedure (for whatever reason).

3. We reserve the right to inspect your vehicle during and subsequent to a claim. The cost associated in conducting an inspection by either an independent engineer or assessor will be authorised by us, however if For whatever reason the engineer/assessor is unable to undertake a full inspection through any fault other than their own, then the cost of any subsequent inspection will be your responsibility.

4. You will be responsible for the first £25 of all claims regardless of overall value and if you or your repairing garage reports more than one failure at the time of a breakdown, this will be dealt with as one claim and subject to one claim liability as stipulated on your schedule.

5. We will not pay more than the claim limit shown on the schedule otherwise restricted in this agreement. In the event of a claim being authorised, we reserve the right to limit the amount authorised to a fair and reasonable rate of time in a contribution towards the cost of part (We will not pay more than the claim limit shown on the schedule for us otherwise restricted in this agreement and the maximum we will pay on Gold Warranty cover is up to the purchase price of the vehicle. In the event of a claim being authorised, we reserve the right to limit the amount authorised to a fair and reasonable rate by obtaining a contribution towards the cost of part(s) and/or labour charges were necessary. Repair time will be limited to the standard manufacturers list of labour time to provide an agreed repair. This agreement does not automatically

include main dealer labour rates or repairing in garages that may seek to apply higher than normal rates.

6. This agreement is in addition to your normal statutory rights. The mileage quoted on this schedule does not guarantee that this is the true mileage the vehicle has covered.

7. The vehicle must be serviced in accordance with the manufacturers service schedules will be maintained as recommended by the manufacturers. This agreement will not cover any fault which results from failure to comply with manufacturers service/maintenance recommendations. You must retain all VAT service invoices (an allowance of 30 days or 1000 miles is applicable).

8. There are no refunds of separately purchased 12 Month Gold Warranty extension on this agreement after the first 28 days from purchase of the vehicle. If you wish to cancel this agreement before the 28 days and you may do so in writing to the warranty’s administrator, providing you have not made a claim and that you have paid a distinct and separate price for this agreement. It is your responsibility to understand the scope of cover provided and to raise any questions before the 28 days have expired. After this time it is deemed that you are fully satisfied with the cover. Any refunds due Will be made to the parties who directly paid us for the agreement.

9. Oh benefits under this agreement are forfeited if a false or fraudulent claim is made.

10. Is it expressly agreed and declared that we shall be released from all liability and obligation should the conditions of this agreement not be complied with fully by you.

11. It is your responsibility to ensure that any claim application form is fully completed. Any blank boxes means your application form will not become valid until the correct values have been confirmed by us.

12. Please provide an accurate email address as we will send confirmation of your Gold cover to this address if taken.

13. The terms of this agreement cannot be changed under any circumstances.

14. The liability of this agreement is to return the vehicle to its condition prior to Failure.

# Exclusions

## 1. We shall not be liable under this agreement for:

- A) Any failure which is not as a result of a mechanical breakdown as defined under this agreement or the fault(s) that existed or could reasonably be stated to have existed prior to this agreement being taken out.
- B) Any breakdown which is reported to us more than seven days after the relevant fault is discovered or whether the true mileage of the vehicle cannot be verified or whether the vehicle is not permitted to be on the road.
- C) Vehicle is used for any kind of time and competition or race, for hire or reward (for example, taxis, self-drive hire or driving schools).
- D) Repairs to vehicles which have been modified after the sale of the vehicle and that modification has contributed to the failure or has failed itself.
- E) Components regarded as service items or which require periodic replacement e.g. filters, oils, brake pads, brake disc, tyres, bulbs, etc.
- F) Any repairs that have not been authorised by us in the first instance of faults not noticed to us during the agreement period.
- G) Loss caused by not taking preventative measures to minimise the claim.
- H) Repairs that have not cured the original complaint. We cannot pay for items to be replaced that do not cure the fault.

## 2. No liability will be accepted for damage caused by;

- A) Negligence, abuse or wilful damage (including continuing to drive the vehicle when it is not mechanically sound).
- B) Lack of servicing.
- C) Effects of overheating, freezing or frost damage or faults found at the time of a vehicle being serviced or as a result of the vehicle failing its annual MOT Test.
- D) Damage of parts not covered by this agreement or any subsequent costs or damage.
- E) Damage to parts we include caused by parts not included under this agreement.

F) The gradual reduction in operating performance of the vehicle which is commensurate with the age and mileage covered by the vehicle. This includes, but is not limited to:

-The gradual loss of battery capacity and achievable driving range;

G) The use of a charger not recommended by the manufacturer of the vehicle.

H) Subjecting the vehicle to a load greater than that permitted by law or the manufacturer's recommendations.

I) Fire, self-ignition, lightning, earthquake, explosion, water ingress, frost, storm, tempest, flood, water damage, theft or attempted theft.

## 3) No liability will be accepted for:

- A) The effects of poor repairs or parts which have been fitted incorrectly or where you have failed to comply with the terms, conditions and endorsements of this agreement. Any liability to make any payment for repairs depends on you keeping to your duties under this agreement.
- B) Parts subject to recall or repair or replacement by the manufacturer or attributed to manufacturer's design fault or defect.
- C) Parts not fitted as standard by the manufacturer, unless inclusion for such items is agreed beforehand.
- D) Any ancillary components, equipment or service items not listed.
- E) Dismantling costs unless the administrator accepts the costs as part of a valid claim.
- F) Routine servicing or repair save to the extent a repair is within any entitlement under this agreement.
- G) Any parts which have not failed but have been reported as requiring replacement during routine servicing and/or repair or at the time a repair is in progress or where you have not specifically identified a concern with the vehicle.
- H) Repairs cost in excess of the claim limit.
- I) Death, bodily injury or loss of use or any consequential loss of whatsoever nature.

J) The VAT content of any claim if you are VAT registered.

4. This agreement excludes any damage caused by a road traffic accident or collision or any road hazard whether insured under any motor insurance or accidental damage policy.

## Claims Procedure

1. If a fault develops with your vehicle, stop driving the car as you may cause further damage which we will not cover and call either Drive Green if you hold a Standard 3 month warranty, or the warranty administrators claims line for the extended 12 months Gold Warranty, as soon as possible but no later than seven days afterwards. We will not pay anything if you do not report the Failure as required.

2. Do not proceed with any repairs until you have spoken to our either Drive Green if you hold a Standard 3 month warranty, or the warranty administrators claims department for the extended 12 months Gold Warranty, who will agree the best course of action with you.

3. If you have a Gold Warranty and are using your own garage, your repairing garage must have them call the warranty administrators claims department before they commence any repair work with a full diagnosis and cost of the parts and labour charges necessary to rectify the fault(s) so please ensure that you leave your warranty book with your garage. If you have a standard 3 month warranty it will be necessary to return the car to Drive Green to be repaired by Drive Greens approved garage, who will arrange all payments of warranty covered costs directly with the garage.

4. If you have a Gold Extended Warranty the warranty administrators claims department will agree a specific sum of money with the repairing garage and issue them with an authorisation number to complete these repairs. Any sum of money in the excess of this will remain your liability and you must pay your garage these amounts.

5. If you have a Gold Extended Warranty, your repairing garage will be instructed to either email or fax the warranty administrators claims department a fully itemised repair invoice to enable them to pay them with our debit card over the telephone or by bank transfer prior to you collecting your vehicle.

6. Do not proceed with any repairs unless they have been authorised by the warranty administrators claims department in the first instance as they will not be able to process the claim after the event.

7. Drive Green or the warranty administrator reserve the rights to inspect both vehicles and failed component(s) at the time of a claim using an independent expert assessor.

8. As this a used car warranty, we do not want you to take your vehicle into a main dealer unless this has been agreed previously with our claims department in advance, or unless the repair is still covered by the manufacturer's warranty.

9. Authorisation of a claim is given subject to the fault being rectified. We cannot pay for items to be replaced that do not cure the fault.

**Payment of your claim**

After the authorised repairs to your vehicle are completed, if you hold a Gold 12 months warranty the warranty administrators claims department will invite your garage to either email or fax the repair invoice. The warranty administrators will then pay your garage directly over the telephone with our debit card or by bank transfer before you collect the vehicle.

**Helpline:** please refer to your warranty schedule for the warranty administrators claim number if applicable.

# Drive Green Terms and Conditions of Sale (Vehicle Sales)

Nothing herein contained is intended to affect nor will affect a Consumer's statutory rights under the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994 and the Re-Sale of Goods (Amendment) Act 1994 or the unfair Contract Terms Act 1977 or any amendment thereof.

## ACCEPTANCE

1) *The release form document and any payment in respect of a motor vehicle offered by the Purchaser is subject to acceptance by the Seller.*

## CONDITION OF VEHICLE

2) *The vehicle is supplied as roadworthy at the date of delivery and is supplied subject to any conditions or warranties that are implied by the Sale of Goods Act 1979, as amended by the Sale and Supply of Goods Act 1994 and the Sale of Goods (Amendment) Act 1994 or any amended statute in the case of the consumer sales (as defined by the Sale of Goods Act 1979, as amended by the Sale and Supply of Goods Act 1994 and the Sale of Goods (Amendment) Act 1994.*

*Prior to signing an order or release form the purchaser shall examine the vehicle and the items in the purchaser's certificate of examination herewith and the purchaser is reminded that the condition of merchantable quality implied by the Sale of Goods (Amendment) Act 1979, as amended by the Sale and Supply of Goods Act 1994 and the Sale of Goods (Amendment) Act 1994 does not operate in relation to such defects which that examination ought to reveal. Should the goods be sold also subject to defects notified by the dealer to the purchaser before signing the agreement, the condition of merchantable quality above referred to does not operate in relation to those defects.*

## DELIVERY

3a) *the Seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay. Delivery shall be deemed effected when the goods are made available for collection by the customer and the dealer has so informed the customer. (The Seller shall not be obliged to fulfil orders in the sequence in which they are placed).*

b) *if the Seller shall fail to deliver the goods within 28 days of the estimated date of delivery stated in this contract the Purchaser may, by notice in writing to the Seller, require delivery of the goods within 7 days of receipt of such notice. If the goods shall not be delivered to the Purchaser within these 7 days the contract shall be cancelled.*

## CANCELLATION

4) *a) If the contract is cancelled under the provisions of clause 3 hereof the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.*

*b) By paying a deposit for a vehicle it is taken by the seller as part payment and entering in to a contract to purchase the vehicle. By making this payment it is acknowledged that this payment is not refundable in the event of withdrawing from the contract and deciding not to pay the balance within 10 days of the deposit payment, excluding the provisions of clause 3.*

## PAYMENT

5) *If the Purchaser shall fail to take and pay for the goods within 7 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Purchaser and thereupon the deposit shall be forfeited without prejudice to the Seller's rights to recover from the Purchaser by way of damage and loss or expense which the Seller may suffer or incur by reason of the Purchaser's default.*

*The goods shall remain the property of the Seller until the total purchase price has been discharged in full. The balance must be paid by cleared funds directly to the Seller's bank account by BACS or CHAPS transfer. BACS transfers require a 24 hour clearing period after the funds have been received before the payment will be treated as a discharge. Debit Card payment may be accepted upon receipt of the Seller's permission. Debit Card payments must be made in person using Chip & Pin only. Cheques and Bankers Drafts are not accepted. Due to money laundering regulations cash sums are not accepted. Cash sums deposited into the account are subject to a handling charge.*

## MANUFACTURERS TERMS AND CONDITIONS

6) *If the goods to be supplied by the Seller are new the following provisions shall have effect:-*

a) *the agreement and the delivery of the goods shall be subject to any terms and conditions which the Manufacturer or Concessionaire may from time to time lawfully attach to the supply of the goods or the resale of such goods by the Seller and the Seller shall not be liable to any failure to deliver the goods occasioned by his inability to obtain them from the Manufacturer or Concessionaire or by his compliance with such terms or conditions. A copy of the*

terms and conditions currently so attached by the Manufacturer or Concessionaire may be inspected at the Seller's office.

b) the Seller undertakes that he will ensure that the pre-delivery work specified by the Manufacturer or Concessionaire is performed and that he will use his best endeavours to obtain for the Purchaser from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by him to the Seller or to the Purchaser in respect of the goods.

c) no allowance can be made for any part of the standard equipment supplied with the vehicle which the Purchaser does not wish to take.

#### **CAR TAX & VALUE ADDED TAX**

7) Notwithstanding the sum of Car Tax specified in the order, the sum payable by the Purchaser in respect thereof shall be such sum as the Seller has legally had to pay or becomes legally bound to pay for Car Tax in respect of the goods and notwithstanding also the sum for Value Added Tax specified in the order, the sum payable by the Purchaser in respect thereof shall be such as the Seller becomes legally liable for at the time the taxable supply occurs.

#### **DISTANCE SALES**

8) Please note we do not operate an organised distance selling scheme as defined by The Consumer Contracts (Cancellation, Information and Additional Charges) Regulations 2013. Therefore, even if you choose to not view your vehicle at our premises prior to purchase, you will not be entitled to cancel your order under any 14 day cancellation period. All other statutory rights remain unaffected. In the event of a vehicle that needs to be returned to us for any reason you will bear all costs of the return if no other agreement has been made in advance and expressly agreed in writing by both parties.

#### **AVAILABILITY**

9) In the event of the Manufacturer of the goods described in the order ceasing to make goods of the type the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser, cancel the contract.

#### **PART EXCHANGE VEHICLES**

10) Whereby the Seller agrees to allow part of the price of the goods to be discharged to the Purchaser delivering used motor vehicles to the Seller, such allowance is hereby agreed to be given and received and such used vehicles is hereby agreed to be delivered and accepted, as part of the sale and purchase of the goods and upon the following further conditions:

a) i. that the Purchaser has good title to such used vehicles and it is free from any third party charge or interest.  
ii. That such used vehicles is the subject of a credit sale agreement or other third party charge or interest capable of cash settlement by the Seller, in which case the allowance shall be reduced by the amount to be paid by the Seller in settlement thereof.

b) that if the Seller has examined the said used vehicles prior to his confirmation and acceptance of this order the said used vehicle shall be delivered to him in the same condition as at the date of such examination (fair wear and tear excepted).

c) that such used vehicles shall be delivered to the Seller on or before the delivery of the goods supplied by him hereunder, and the property in the said used vehicles shall thereupon pass to the Seller absolutely.

d) that without prejudice to c) above such used vehicles shall be delivered to the Seller within 7 days of written notification to the Purchaser that the vehicle to be supplied by the Seller is ready for delivery.

e) that if the vehicle to be delivered by the Seller through no default on the part of the Seller shall not be delivered to the Purchaser within 30 days after the date of his order or the estimated delivery date, where that is later, the allowance on the said used vehicle may at the Seller's discretion be subject to reduction by an amount not exceeding 2.5% for each year completed period of 30 days from the date of the expiry of the first mentioned 30 days to the date of delivery to the Purchaser of the vehicle being ordered on this form. In the event of the non-fulfilment of any of the foregoing conditions, other than e), the Seller shall be discharged from any obligation to accept the said used vehicles or to make any allowance in respect thereof, and the Purchaser shall discharge in cash the full price of the goods to be supplied by the Seller.

#### **NOTICE TO PURCHASER**

11) Any notice given hereunder must be in writing and sent by post to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received in due course of post.

#### **FINANCE COMPANIES**

12) Notwithstanding the provisions of the agreement the Purchaser shall be at liberty before the expiry of 7 days after notification to him that the vehicle has been completed for delivery to arrange for a finance company to purchase the goods from the Seller at the price payable hereunder. Upon the purchase of the goods by such finance company, the preceding clauses of this agreement shall cease to have effect, but any used vehicles for which an allowance was there under agreed to be made to the Purchaser shall be

*bought by the Seller at a price equal to such allowance, upon the conditions set forth in clause 10 above (save that in c), d) and e) thereof all reference to "delivery" or "delivered" by the Seller or to the order of the finance company) and the Seller shall be accountable for the finance company on behalf of the Purchaser for the said price and any deposit paid by him under this agreement.*

**NOTICE TO SELLER**

*13) Any notices given hereunder must be in writing and sent by the Customer by first class post to the Seller's place of business.*

**CONDITIONS OF ENFORCEMENT**

*14) Failure by the dealer to enforce at any time of for any period any one or more of the conditions shall not be a waiver of them or the right at any time subsequently to enforce all of them.*

Please refer to our web site for our full Privacy Statement.

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