

## Carsa – General Terms & Conditions

You have visited <http://www.carsa.co.uk> (“the Website”) and wish to purchase a Vehicle (“the Vehicle”) from Carsa Limited (Carsa) subject to these terms and conditions.

1. These terms and conditions do not affect a consumer’s statutory rights. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out without it affecting the remainder of the Agreement.
2. No one other than the parties and their permitted assignees, if any, shall be entitled to benefit from the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
3. Your order of a vehicle from this website is an offer by you. Carsa will only accept an order from you when you have signed a vehicle order form. All orders are subject to the acceptance of Carsa which is dependent upon the availability of the vehicle being ordered, price changes and cleared funds of your deposit which is non-refundable.
4. If you wish to purchase the vehicle you should read and sign the vehicle order form. By signing the vehicle order form, you agree to purchase a vehicle of the specification detailed in accordance with the Terms & Conditions for the Supply & Purchase of Vehicles. These “Terms & Conditions for the Supply & Purchase of Vehicles” form the entire agreement between Carsa and the customer.
  - 4.1 The Vehicle may previously have been used as a lease or rental vehicle or have had multiple users. It may also have been imported from another country. We will provide you with any information about the Vehicle on request so if you have any questions about the previous use of the Vehicle or have specific requirements, we advise you to discuss these with us before placing your Order.
5. The vehicle prices quoted include VAT.
6. Carsa reserves the right to change the price either before or after Carsa accepts any order. Carsa shall notify you of such a change and you have the right to cancel your order if the change is not acceptable, in which case your deposit will be returned in full.
7. Prices on the web site are for information purposes only and do not constitute an offer by Carsa capable of an acceptance by you.
8. All vehicles are subject to an administration. The administration fee covers vehicle inspection, HPI check certificate, DVLA Online Registration, warranted mileage & 3 months RAC Warranty. The HPI inspection checks if a car has finance owing, is stolen, cloned, written off or clocked giving you real confidence in our cars. Our

vehicle checks carried out during preparation include a rigorous assessment of each vehicle.

### **Administrations Fees**

Retail Customers £99.00

Customers exporting a car the fee is £395.00

Trade Sale to the motoring trade the fee is £450.00

Repeat retail customers purchasing in a 24-month period the fee is £50

(All of the above fees are inclusive of VAT).

9. In the event that any of our vehicles are listed at an incorrect price or are no longer available Carsa shall have the right to refuse to accept any order from you or to cancel any order received from you based on the incorrect price, whether or not the order has been accepted.

10. A non-refundable deposit of £200 will be required by Carsa to secure a car when placing an order at one of our showrooms. If your order is not accepted Carsa your deposit will be refunded by cheque/credited to your card within 7 days.

11. Payments against a vehicle up to £200 can be made by debit card or credit card. All payments above £200 against a vehicle, if not financing the purchase of the vehicle with Carsa, must be made by bank transfer (CHAPS or BACS transfers are accepted. Please note however a BACS transfer will take 2 days to clear delaying the collection of your vehicle). Cash is no longer accepted due to Money Laundering Regulations and no payments over £200 will be accepted by debit/credit card.

12. Payment of the balance due on the vehicle must be made in the manner as agreed with Carsa. Title will only transfer to you when cleared funds have been received.

13. Permission must be given if we are to accept final payment from third parties.

14. Carsa will make every effort to deliver the vehicle on the delivery date specified in the purchase order. However, delays will occasionally occur, and time shall not be the essence of this contract. Carsa shall not be liable for any damage or loss (including consequential loss) occasioned to you or any third party arising directly or indirectly out of any failure on Carsa behalf to meet the estimated delivery time.

15. In the event that you wish to cancel your order you acknowledge that Carsa will claim the cost of unrecoverable extras fitted to the vehicle, and any reduction in the value of the vehicle. Carsa will be entitled to use the deposit and any prepayment to reduce its reasonable losses.

16. You shall have the right to cancel your order if there is a delay in delivery exceeding 14 weeks from the date specified in the purchase order form.

17. In the event that Carsa can source an alternative purchaser for the vehicle our reasonable administration and storage charges will be limited to a maximum of £5,000.

18. Any order and any allowance in respect of a vehicle offered in part exchange by the Customer is subject to written acceptance by Carsa.

19. The Customer must take and pay for the goods within 14 days of being notified that they are available. If the Customer fails to do so then Carsa will be entitled to keep the deposit and recover damages for all resulting loss (including loss of profit), costs (including labour and materials at usual retail rate), charges and expenses.

20. Carsa will retain ownership of the goods until they have been paid for. Responsibility for looking after the goods; becomes the customer's responsibility; on delivery or payment, whichever is the sooner.

21. Any estimated date quoted for delivery of the goods is only approximate. Carsa shall not be liable for delay or failure in delivery of the goods, which is beyond its control.

22. If Carsa fails to deliver the goods within 3 calendar months of the estimated date of delivery stated in this contract the Customer may by notice in writing to Carsa, require delivery of the goods within 7 days of receipt of such notice. If the goods are not delivered to the Customer within the 7 days, the contract shall be cancelled. If the contract is cancelled any deposit paid shall be returned and Carsa shall be under no further liability.

23. Any agreement for Carsa Limited to purchase a vehicle or other goods in part exchange is subject to the following;

- a. The part exchange goods must be the sole property of the Customer, and the Customer must be entitled to sell them.
- b. The part exchange goods must be delivered in the same condition and with the same features, as when they were examined by Carsa.
- c. If these conditions are not met, Carsa will not accept the Customers used vehicle and the Customer will pay the full price for the vehicle ordered.
- d. If delivery of the goods is delayed through no fault of Carsa they will deduct an amount for depreciation of the part exchange goods. This amount will not exceed 3.5% of the agreed value of the part exchange goods for each complete 30-day period.

24. Customers are advised that any upgrade or conversion applied to a vehicle may change its original characteristics and may result in increased fuel consumption, firmer ride etc. Please note upgrades or conversions may breach the manufacturers' warranties. A signed order form and part payment may be required for performance upgrades and conversion work. Customers are advised to inform their insurance companies of any changes.

25. Carsa shall not be considered liable in respect of any defect arising from fair wear and tear, wilful damage, or negligence.

26. The Customer agrees' and recognises that all intellectual property rights in goods supplied by Carsa, remain with Carsa and do not pass to the Customer.

27. Unless otherwise affected by the terms of the Consumer Credit Act, any part payments paid to Carsa for the purchase of used vehicles or upgrades/conversions are not refundable unless an agreement is made in writing at the time of placing the order.

28. The customer will be responsible for the cost of returning goods to the supplying dealership in the event that they have to be returned for any reason whatsoever, including but not limited to cancellation. The vehicle will accrue storage charges after 3 working days after notification that it is ready to collect unless otherwise agreed.

29. Any vehicles consigned to Carsa for sale on the Customer's behalf remain the property of the Customer under the terms and conditions of the Sale or Return agreement. Any work undertaken to the vehicle to ready it for sale is for the Customer's account and this account must be settled prior to removal of the vehicle from the Companies premises in the event of it remaining unsold.

30. Our website design, lay out, look, appearance and source code, software and all of the material used on our website are the copyright of Carsa. All rights are reserved to Carsa. Carsa gives you permission to electronically copy and print in hard copy format any portion of this website for the sole purpose of placing an order with us or for using this website as a means to shop online. Thus, anything which you download and print from our website is for your personal use only. Any other use of any of the materials on our website including modification, publication, distribution or republication in any form whatsoever without having obtained Carsa written permission is strictly prohibited.

If you have any questions or comments about Carsa Terms and Conditions, please contact Carsa in writing at:

Carsa, C/O 12-14 Carlton Place, Southampton, SO15 2EA

Or by email: [customercare@carsa.co.uk](mailto:customercare@carsa.co.uk)

Registered Office: C/O 12-14 Carlton Place, Southampton, SO15 2EA, Company No. 12805624

Revised: 30 September 2020