Terms & Conditions

These Terms and Conditions ("Terms") describe the rights and responsibilities of you and Steven Eagell Limited in relation to your purchase of a vehicle through this website. Please read them carefully as they represent a legally binding agreement between you and us. Any purchase of a vehicle on this website is subject to these Terms. The contract between us is concluded in English.

Ordering your car online

On our website you can search our range of new and used vehicles. Once you have made your choice you can pay for your car in full or reserve it for up 48 hours by paying a fully refundable deposit.

UK customers only

The prices displayed on our site are inclusive of VAT, where applicable.

If you decide to proceed with your purchase and you have decided to pay in full, you will be asked to put in your personal and payment card details to complete the process (see the 'Paying in Full' section below). Similarly, if you decide to reserve a vehicle by paying a reservation fee, you will be asked to enter your personal and payment card details (see the 'Paying a Reservation Fee' section below).

Paying in Full

If you decide to place an order and pay in full, you will be asked to enter your personal details, address and payment card information. When you click on "Submit Payment", the full purchase price will be debited from your payment card immediately.

After placing an order, you will receive an email from us that acknowledges our receipt of your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the vehicle. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms all of the relevant details of your order (the "Order Confirmation"). The contract between you and us will only be formed when we send you the Order Confirmation. We will inform you of the next steps required to proceed to handover after the Order Confirmation, including arrangements regarding any part-exchange vehicle.

If we are unable to accept your order, we will inform you of this by email. This might be because the vehicle has already been sold, because we have identified an error in the price or description of the vehicle, because we are unable to meet a delivery deadline you have specified, or because we suspect the transaction may be fraudulent. If we are unable to accept your order, we will refund your money in full as soon as possible, usually within 5-10 days.

Paying a Reservation Fee

If you choose to reserve a car by paying a reservation fee, you will be asked to enter your personal details, address and payment card information. When you click on "submit payment", the amount of the reservation fee will be debited from your payment card immediately.

After paying a reservation fee, you will receive an email from us that acknowledges receipt. Please note that this does not mean that your reservation has been accepted. Payment of the reservation fee does not form a legally binding contract for the sale of the vehicle. All reservations are subject to acceptance by us, as we need to check that the car has not already been sold or reserved by someone else. We will contact you to confirm our acceptance of your reservation once we have completed the necessary checks.

Your vehicle will be reserved for 48 hours. We will be in contact with you to discuss the next steps required to complete your purchase.

If you decide not to purchase the vehicle, you can request a refund of the reservation fee at any time by contacting us. Your payment will be refunded in full, usually within 5-10 days.

Changes to your order

If you decide that you would like to make a change to your car after you have placed the order, please let us know as soon as possible by contacting us. At our discretion, we may present you with a new order proposal accommodating the changes. This proposal will take account of any resulting changes to the price and the collection date. If you choose to accept the new proposal, your previous order will be cancelled. If you do not communicate your acceptance of the new proposal to us within the required timeframe, we will continue to fulfil your original order.

Please note that we cannot agree to all requests for changes to vehicles. We will contact you to discuss possible options in these circumstances, but we will be entitled at our discretion to hold you to your original order.

Your right to cancel

If you have paid for your car in full and you change your mind, you can cancel your order at any time before collection. Please notify us of your decision by contacting us directly at <u>rescancellation@steveneagell.co.uk</u>

Alternatively, you may send your cancellation request via 1st class post to: Steven Eagell Ltd, Power House, Harrison Close, Knowlhill, Milton Keynes, MK5 8PA

Your reservation payment will be refunded in full and will usually appear of your statement within 5-10 days.

You must return the vehicle to us at your own expense, or alternatively you can opt to pay us to collect the vehicle from you.

Although you are entitled to test drive the vehicle on delivery, if the vehicle loses any value as a result of handling by you which is not necessary to establish the nature, characteristics and functioning of the vehicle (for example, if you damage it or run up excessive mileage), we will be entitled to deduct the reduction in value from any reimbursement.

Cancellation Form

Please complete the following details:

Vehicle Make:	-
Vehicle Model:	
Registration:	-
Order date:	-
Dealer name:	
Last 4 digits of card:	
[I/We] hereby give notice that [I/We] cancel [my/our] reservation of the	e vehicle above:
Customer name:	-
Customer address:	-
Customer signature:	-
Date:	

Payments

Payments are processed securely by our payment processor partner, Stripe (and its global affiliates). Whether you are paying in full or paying a reservation fee, you will need to enter your debit or credit card information. Stripe accepts Visa, Mastercard and American Express. You warrant that you have appropriate authority to use the payment card details which you enter. By entering your debit or credit card information, you agree to use of that information by Stripe for the purpose of paying the amount due and processing your payment.

Other

Used vehicles are supplied from a number of different sources, including partexchange, ex-demonstration vehicles, courtesy vehicles, manufacturer and business user vehicles and as such may have had multiple users. Please be advised this does not affect your statutory rights.

Complaints and Dispute Resolution

Should you feel the need to make a complaint, please email <u>feedback@steveneagell.co.uk</u>

Privacy policy

You can find our privacy policy <u>here</u>, along with details of managing your data and marketing preferences.

Other Legal Terms

We will not be liable for any failure or delay in our performance under these Terms caused by circumstances beyond our reasonable control (such as Acts of God, war, terrorism or industrial action). No other person has any right to enforce any of these Terms. Any waiver of any provision of the Terms will be effective only if in writing and signed by us. Each of the paragraphs in these Terms operates separately. If any courts or relevant authority decide that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. Any rights not expressly granted herein are reserved.

These Terms and your use of the Service, including any dispute or claim (whether in contract, tort or otherwise) arising out of or in connection with them, will be governed by English law. We both agree that the courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim. However, we acknowledge that in certain cases, if you are purchasing as a consumer, applicable law may allow you to bring a claim (or be sued) in your own jurisdiction.

14-day Money Back Guarantee

If, and only if, the Customer has acted as an individual (including sole traders) acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession and this Agreement has been completed without any face to face contact between us and you, or anyone acting on your or our respective behalf, you may give notice to cancel this Agreement within 14 days without giving any reason. This cancellation period will expire 14 days after the day on which you, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the vehicle. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post or email) to our address as set out below. You may use the attached model cancellation form if you wish. To meet the cancellation deadline, it is sufficient for you to send your communication confirming your exercise of the right to cancel before the cancellation period has expired. If you cancel this Agreement, we will reimburse to you all payments received directly from you under this Agreement, without undue delay, and not later than 14 days after the day on which we receive the vehicle back subject to the following conditions being met. 1. Any outstanding finance has been settled by you directly with the lender; 2 We will make a deduction of £1.50 for each mile over 100 covered during your ownership; 3. It is the customers responsibility to deliver the vehicle back at your own expense. 4. We will deduct charges for cleaning and damage if the vehicle is not returned in the same condition

as it was supplied. We will make the reimbursement using the same means of payment used for the initial transaction, unless you have expressly agreed otherwise, but in any event you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the vehicle back or you have sent evidence of having sent back the vehicle to us, whichever is the earliest. You should return the vehicle to the branch where you purchased it, without undue delay and in any event not later than 3 days after the day on which you communicate your cancellation of this Agreement to us. You must take reasonable care of the vehicle and will be responsible for any loss or damage from when it is delivered to you until when it is returned to us. You are liable for any diminished value of the vehicle resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the vehicle.