

TRADE USED CAR INVOICE/CONTRACT OF SALE

KENT MOTORING CENTRE LTD
PORTACABIN
EAST KENT INTERNATIONAL
FREIGHT TERMINAL
HIGHSTREET ROAD
HERNHILL
FAVERSHAM
KENT
ME13 9EN

Date.....

Office: 07399 755799
Website: KENT MOTORING CENTRE.CO.UK
Viewings via appointment
Tuesday to Friday 10 am till 5.30 pm.
Saturday 10 am till 5 pm.
Sunday 11 am till 3 pm.

Make:
Model:
Reg. mark/VRM:
Colour :
Speedometer reading** :.....

Trade Purchase price £.....
Extras £.....
Third Party warranty offered:.....
Accepted: Declined:.....
Warranty £.....

Third party warranty:

5*..... 4*..... 3 *..... 2*.....
Claim Limit: £500 £750..... £1000.....
Duration: 3 Months..... 6 Months.....
12 Months..... 24 Months.....
36 Months.....

Total balance £.....
Less part payment £.....
Less P/X Allowance £.....
Total balance due £.....

Part exchange details

Make and model:
Reg. mark: V5c present: Yes..... No.....
Mot expiry date:

I, the trade buyer, have been given the opportunity to fully personally inspect/carry out a thorough examination and road test the trade vehicle and/or have it examined by an independent expert and carry out any checks and hereby accept that Kent Motoring Centre LTD will not be liable for any matter that should have been revealed in such inspection.

Sign:
Print:

I, the trade buyer, agree to purchase the above trade vehicle for the price stated above and value the trade vehicle at the price I have paid. I, the trade buyer, have read, understood and absolute agree to the terms of the sale from Kent Motoring Centre LTD *.

Full name.....
Address.....
.....
Post code.....

NOTES:.....
.....
.....
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*see overleaf

This document contains the terms of a contract, sign only if you wish to be legally bound by them. This contract of sale creates a binding legal contract, If you do not fully understand the nature of this contract, then it is recommended that you take independent legal advice before signing.

TRADE USED CAR INVOICE/CONTRACT OF SALE

Contact telephone no:.....

Signature..... Date.....

I acknowledge receiving delivery of the car described above

KENT MOTORING CENTRE LTD

TERMS AND CONDITIONS OF TRADE SALE. 12/17

Mileage**

1. Every effort is made to check mileages via the VOSA website but we cannot confirm every vehicle and so they must be disregarded. Service history booklet (We have not verified the existence or origin of any service/stamps within the booklet).

Inspection

2. Kent Motoring Centre LTD recommends getting a qualified auto engineer or mechanic to give a report on the condition of the vehicle if the trade purchaser does not have expertise himself/herself (motoring organisations such as the AA and the RAC can assist with this for a fee). Important legal information, we are a dealer and due to company policy we are now using eBay to distribute our vehicles to trade purchasers. As this is a trade sale we exclude any liability, with regard to satisfactory quality and fitness for purpose. No warranty is implied or given. All salvage vehicles are sold with no warranty on an 'as is, where is' basis. We accept no responsibility for adverts placed by third-parties without our consent. We try to inform trade customers of all known damage, defects, specification, owners and mileage, but it is the trade customer's responsibility to view and check for themselves, prior to purchasing, as we cannot guarantee any of our descriptions. The number of registered owners on a vehicle can rise and differ from the advert if there is a need to apply for a new V62 whilst in stock, mileage can rise due to test drives and further use. We make every effort to ensure all prices and vehicles details are correct, however these are used cars, the specification can sometimes differ from that displayed. Please satisfy yourself that a vehicle has a specific feature that's important to you before purchasing, we and the staff are not trained mechanical engineers and only have basic/limited knowledge of vehicles. V62 are only supplied when passed on to us, there may be a need to apply for a V62 at your cost from DVLA, we can assist.
3. I, the trade buyer, accept that I have been given all opportunities to inspect the vehicle to my complete satisfaction and of my own free will without any harassment from the seller and have been given the opportunity to have the vehicle inspected by a third party of my choosing. Furthermore I the trade buyer fully certify my attention has been drawn to the bodywork, paintwork, engine, gearbox, electrics and the general condition of the vehicle in reference to its previous salvage history, age, owners and mileage, verbally as well as noted in writing in this contract. I the trade buyer accept I am buying the vehicle on a trade basis as spares or repair, and Kent Motoring Centre LTD do not offer any warranty and if I do require a warranty this is available on the day of sale from a third party supplier.
4. The vehicle is believed to be correctly described and any error, omission, mis-statement or mis-description of the same whether in this contract or any other documents herein referred to or any other documents prior to the date hereof shall neither annul the sale, nor entitle the trade buyer to claim or to be allowed any compensation in respect thereof.
5. The trade buyer hereby declares that no oral representations have been made to it prior to the date hereof by the seller or the seller's agents or any other person on its behalf concerning the subject matter of this contract which influences, induced or persuaded them to enter into this contract.

Third Party Warranties

6. Kent Motoring Centre LTD recommends third parties for warranty such as: VGS (WMS), these can be arranged on request and at a competitive price, or details of these companies can be obtained from a member of staff, for the trade customer to make their own enquiries. We do not offer our own warranty. We do not have our own repair workshop or mechanics and vehicles are sold as spares or repair on a trade basis.
7. Please note that any contract made for the provision of such products or services shall be between the trade purchaser and the third party supplier and not between the purchaser and Kent Motoring Centre LTD. We shall not under any circumstances be responsible for the ongoing provision of that product or service.

Warranties

8. I, the trade buyer, fully acknowledge and agree the vehicle has been previously accident damaged as noted in the advertisements, website and this contract and has been the subject of an insurance claim/s and categorisation/s at some point in its lifetime. Either, Category C-repairable total loss vehicle where the repair costs, including VAT exceed the vehicle's pre-accident value, Category D- repairable total loss vehicle where the repair costs, including VAT do not exceed the vehicle's pre-accident value Or listed under Category N or S under the new 2017 Categories. It is sold in its current state and condition, as a trade sale, spares or repair, and may have existing faults, and without any express or implied warranty and this is fully reflected in the trade price I am paying.
9. I, the trade buyer acknowledge that our business is that of selling used, stolen recovered, accident-damaged and /or insurance write off vehicles, you acknowledge that as a trade buyer you trade in such vehicles whether or not this is your first occasion that you use our services, you are purchasing our stock with a view to trade with a view to a profit. You expressly acknowledge and agree that you are not a consumer of our services, but a trade buyer. As such you accept that it is fair and reasonable in all circumstances for us to exclude, restrict or limit (as the case may be) our obligations and liability to you in respect of the stock we offer for sale on behalf of sellers on a commission basis (who on occasions may be us).
10. It is your sole responsibility as a trade buyer to ascertain, confirm, inspect and/or investigate to your satisfaction the stock we offer for sale and all information prior to deciding to proceed with agreeing and signing our trade terms and conditions of sale and committing to purchase. You agree that all stock are sold "as is, where is" and while some may have passed a government approved mot test, may not be mechanically sound or maintained at a level of quality whatsoever, the stock may still require substantial repairs. At your expense, the stock may not be of satisfactory quality, taking into account all considerations, including without limitation the price you pay for any stock we offer for sale. You acknowledge and agree that we have excluded our liability in respect of the terms that would otherwise have been implied into the contract of sale under the sale of goods act 1979 (as amended), general product safety regulations 2005 and the consumers rights act 2015 to the fullest extent permitted by law, including without limitation the terms relating to stock complying with their description and/or being fit for purpose. Given the nature of our business, the nature of the stock we offer for sale, and the fact you are a trade buyer, you acknowledge and agree that it is fair and reasonable in all the circumstances for us to rely fully upon the restrictions, limitations and exclusions of our liability set out in this clause and the terms and conditions you have agreed to. You are able to purchase stock from us solely on the basis you sign this contract of sale and the basis that these terms and conditions have been read and understood by you, and you accepting under the circumstances they are fair and reasonable.
11. As a trade buyer you are buying stock as a trade buyer, so consumer protection laws do not apply to make an offer purchase and all implied terms (statutory or otherwise) are excluded to the fullest extent permitted by law. All offers accepted are final – returns are not accepted – and are made on an "as is, where is" basis. It is your sole responsibility to make all necessary enquiries and inspections to satisfy yourself as to the stock's status, condition and history before making an offer on our stock.
12. I, the trade buyer, am satisfied that this vehicle is fit for purpose i.e. travelling from A to B, in that once insured and taxed it can legally be driven, by a licensed driver, on the roads within the UK as it is subject to a current MOT certificate (where appropriate) and has therefore met the minimum acceptable environmental and road safety standards required by law. Vehicles over 3 years old are offered with a new 12 month MOT when arriving into stock, therefore may not have a full MOT on purchase/collection.

Passing of Risk

13. Risk of damage to or loss of, the vehicle shall pass to the trade Customer at the time of its collection or delivery to the trade Customer, or their agent or representative. We are also not responsible for any damage or loss, as from date of part/full payment if left on our premises. As per the law, stock are sold without the benefit of road tax this is the trade buyers responsibility.

Conditions

14. This document sets out the full extent of the contract of sale. Signing of this document shall be deemed conclusive evidence of the trade buyer's acceptance of these conditions. Any variation to these conditions, including any special terms and conditions agreed between the parties shall be inapplicable unless agreed in writing by Kent Motoring Centre LTD. Acceptance of these terms and conditions overrides any and all foregoing terms and conditions.
15. Title to the Vehicles shall pass to the trade Purchaser upon payment by the Purchaser of all monies owed, including the agreed price and any accumulated additional Fees. Cherished/ Personalised registration numbers do not form part of nor are included in any sale transaction, unless otherwise stated in writing.
16. Holding Deposits will be held up to a period of 7 days unless otherwise agreed in writing. Upon failure to make full and final payment of the balance remaining within 7 days, the holding deposit will not be refunded. Deposits, payments including any extras are non-refundable. Storage if applicable will be charged at £30 per day. We do not "distance sell" and non refundable holding deposits/payments made by phone are strictly for a "service" to hold and secure the vehicle for a set period of time "7 days" unless agreed in writing. We do not and will not except a full payment via phone etc.
17. In the event the trade purchaser fails to complete the purchase within the allowed 7 days period, the trade purchaser will be liable to pay the sum of £500 in addition to any other further costs incurred in respect of preparation and service of court paperwork and any written demands. We reserve the right to claim for loss of profit through the county court.

Limitation of Our Liability

18. Kent Motoring Centre LTD liability (if any) to the trade customer (excepting always liability in respect of personal injury or death), whether in contract, delict, quasi-delict, tort or otherwise, in respect of:
(i) Any defect in or failure of the vehicle;
(ii) Any Breach of contract;
(iii) Any negligent act or omission of Kent Motoring Centre LTD or its employees or agents and/or;
(iv) Any misrepresentation, shall be limited to the price payable under the contract or the cost of remedying the defect (whichever is less)
19. Without prejudice to the provisions above, Kent Motoring Centre LTD shall have no liability for any consequential loss incurred by the trade customer or other party (including but not limited to loss of profits, court costs, revenues or contracts, or damage to or destruction of property) in respect of any of the matters referred to in paragraph (i) to (iv) inclusive of the above clause.

Third Party Rights

*see overleaf

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20. A person who is not a party to this Agreement shall acquire no rights under it by virtue of the Contracts (Rights of Third Parties) Act 1999.
21. Any correspondence to the company will be replied to within 14 working days from receipt; working days are Tuesday to Friday. We ask trade customers to put important queries/letters etc to us via post to the above company address listed on the contract. Company policy: We do not accept emails/telephone calls/visits if the query is of an important nature etc. Lastly we do not offer stereo codes/service books/manuals or locking wheel nut keys, these can be obtained from main dealers if not present in the vehicle.

Kent Motoring Centre LTD company no. 10717753

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