

Terms and Conditions

In purchasing a vehicle from Lombard Street Motors you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorised employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality

We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than [our manufacturer/supplier(s) and] if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Order

Once you have signed the Vehicle Order Form you are deemed to have agreed a contract to purchase the vehicle from us, and are legally bound under English law. The signing of the order form does not and is not intended to affect the customer's statutory rights under the Consumer Rights Act 2015 or subsequent amendments.

Orders for goods, and offers of part exchange allowances for any used motor vehicle, must be confirmed in writing by the seller and accepted by the purchaser, subject in either case to these conditions which shall govern the contract. The seller intends to rely upon the written terms set out here and on the Vehicle Order Form. If you require any changes to be made to the conditions, that would otherwise be binding, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what the seller and you the purchaser are expected to do.

Save as expressly provided in these conditions and the written contract between the parties, and except in the case of consumer sales (as defined by the Consumer Rights Act 2015), or in respect of death or personal injury caused by the seller's negligence, the seller shall not be liable to the purchaser and all warranties, conditions or other terms implied by statute or common law as to the quality of the goods or their fitness for purpose are hereby excluded to the fullest extent permitted by law. Where the goods are sold to a private consumer, and not a trader, nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods.

If the goods are to be supplied by the seller as roadworthy used goods at the date of delivery and the sale of goods is a consumer sale, the following provisions shall have effect:

The goods are sold subject to any conditions or warranties implied by the Consumer Rights Act 2015 and any further amendments.

Prior to signing the Vehicle Order Form the seller will ensure that the age of the vehicle is brought to the attention of the purchaser and, in the case of a consumer purchase, that any significant or material defects which are known to the seller shall also be brought to the attention of the purchaser. The purchaser should examine the vehicle and advise the seller of any defects which he considers to be there.

Any defect which the seller notifies to the purchaser or which the purchaser ought to have been aware following a reasonable inspection, may not be covered by the Consumer Rights Act 2015 in relation to the goods being of satisfactory quality.

Deposit

A minimum deposit of £200 is required upon completion of the Vehicle Order Form, a larger deposit may be required if for example a customer requests work to be carried out on the vehicle prior to delivery. By making this part payment, you the customer acknowledge that you are entering a contract to purchase the vehicle. You also acknowledge that in the event of your withdrawal from the contract and failing to pay the balance in full as stated on the order form, that this payment is not refundable. You also agree that you will be liable for any expense incurred by the seller in preparing the vehicle ready for delivery and any other loss incurred by your withdrawal from the contract.

If the purchaser cancels this agreement other than in accordance with these provisions, and where the seller is not at fault the seller may also be able to claim damages in accordance with English law.

Delivery

Delivery is when you collect the vehicle from our premises, we shall notify you by telephone when your vehicle is ready for delivery.

If within 7 days of receipt of notification from the seller that the Goods are ready for delivery the purchaser fails to take or pay for the goods, then, without prejudice to any other rights it may possess, the seller may cancel the contract, appropriate any deposit paid for the goods and charge the purchaser interest on the amount unpaid at the rate of 8% above the base rate of interest from the Bank of England from time to time until payment is made.

Risk of damage to or loss of the goods shall pass to the purchaser upon delivery of the goods.

We will make every effort to deliver the goods by the agreed time with you. However, sometimes delays may occur for reasons beyond our control and we cannot be held responsible for those delays. If the seller has failed to deliver the goods within 14 days of the estimated delivery date, then the seller may write to the seller requesting that the goods be delivered within 7 days of receipt of that letter. If the seller fails to deliver the goods within 7 days of receiving the purchaser's written notice the contract may be cancelled at the option of the purchaser, whereupon the deposit (if any) paid by the purchaser will be refunded.

Payment

Cash, all major Credit/Debit Cards, Bankers Draft or Bank Transfer are all acceptable methods of payment (subject to charges on some payment methods, which are non refundable in the case of refunds). Our Terms are payment in full immediately upon notification that the vehicle is ready for delivery. All goods remain the property of the Company until paid for in full.

Monies that remain outstanding by the due date will incur late payment interest at the rate of 8% above the prevailing Bank of England's base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve recovery of any monies remaining unpaid thirty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed £10,000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Warranties

Please see your warranty document for specific details.

No work on the vehicle must be undertaken without our express consent, and we will not be liable for Parts purchased or labour charges incurred without our prior permission will NOT be reimbursed

All work/repairs carried out on your vehicle will be deemed to be a contractual repair as per the terms of our warranty and will not count as a statutory repair as per the CRA 2015. This means you will not have a Final Right to Reject.

Returns

In any event, you the consumer are responsible for returning the vehicle to our premises at the address stated below. We do not offer or imply any kind of breakdown or recovery service, and are not responsible for any charges relating to the return of the vehicle to our premises. You must return the vehicle to us.

Refunds

In the event of a refund the following conditions will apply.

All refunds will be subject to deductions for usage, as detailed in the Usage Charge section below.

All refunds made shall be within 14 days of receipt of all goods handed to you, this includes the registration document (V5). No refunds will be made until we have the V5 in our possession. We shall not be held responsible for any delays caused by the DVLA.

The vehicle must be returned to us in the condition that it was supplied to you in, for example being clean, free from any damage caused whilst in your possession and any defects caused by misuse etc. The following charges will apply:

Valet Cleaning £75

If you return the vehicle in a soiled state specifically including dog hairs we reserve the right to charge for re-valeting the vehicle, minor soiling is acceptable and will not be charged for.

Failure to Return MOT Certificate £25 (Replacement) £75 (Cost to MOT)

If a replacement MOT can be obtained then a charge of £25 will be deducted, if we have to have to obtain an MOT certificate this will be charged at £75.

Failure to Return Registration Document (V5) £50

Please note this can take up to six weeks to be obtained via the DVLA and as such will delay any refund.

Failure to Return Vehicle Service History up to £1,000

If the service history book/receipts are not returned with the vehicle we reserve the right to charge for obtaining a replacement including the cost of any books, postage and an Admin Fee of £50. If it is not possible to obtain a replacement a charge of £1,000 will apply.

Failure to Return All Keys Supplied £up to the cost of replacement

We reserve the right to charge for lost or missing keys that are not returned to us, this will include the cost of any programming etc.

Damage/Modification to vehicle £up to the cost of repairs

Any damaged caused to the interior or exterior whilst in your possession will be chargeable depending on the cost of repair. We reserve the right to charge for returning the vehicle to its supplied condition following any modifications by you the customer. This includes the costs of any cherished transfers, you will be subject to any charges involved.

You also will be charged the usage charge for every day or part of day whilst any repairs/damage to the vehicle are being carried out.

Usage charge

All vehicles purchased are subject to a daily usage charge in the event of a refund as follows:

Small Vehicle £30 per day
Medium Vehicle £40 per day
Large Vehicle £50 per day
Luxury/Sports £80 per day

Small Vehicle = Up to 1299cc
Medium Vehicle = 1299cc to 1699cc
Large Vehicle = 1700cc to 2000cc
Luxury/Sports = 2001cc upwards

The usage charge applies from the date of delivery and including any part days.

An allowance of 50 miles per day is included in our Usage Charge, anything over 50 miles per day will be charged at the rate of £1 per mile.

Replacement

If a replacement vehicle is chosen by you the customer then a refund shall not be given if the value of the replacement vehicle is less than the one originally purchased, if the value of the replacement vehicle is greater than the original then you the customer must pay the difference in cost.

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

Alan Heeley

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Stourport on Severn
DY13 8DR

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Website: www.lombardstreetmotors.com
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Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of England and Wales govern these terms and conditions. By using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your completion and signing of an order form indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.