

TERMS AND CONDITIONS OF SALE

Consumer Rights: Nothing in these Terms limits or excludes the Customer's statutory rights (including under the Consumer Rights Act 2015) where applicable.

1. Definitions

- 1.1 "Company/Dealer" means MSP Cars Limited trading as ("t/a") Mercia Sports & Performance.
- 1.2 "Customer" means the person, firm or company purchasing the Vehicle.
- 1.3 "Consumer" means an individual acting wholly or mainly outside their trade, business, craft or profession.
- 1.4 "Vehicle/Goods" means the motor vehicle described on the Order Form/Invoice and any accessories agreed to be supplied.
- 1.5 "Order" means the order form, invoice, or other document recording the sale.

2. Entire Agreement

- 2.1 These Terms and the Order comprise the entire agreement between the parties and replace any prior discussions or representations.
- 2.2 No amendment is effective unless agreed in writing and signed by an authorised representative of the Company.

3. Interpretation

- 3.1 Words in the singular include the plural and vice versa; references to persons include individuals, firms and companies.
- 3.2 Headings are for convenience and do not affect interpretation.

4. Severability

- 4.1 If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force.

5. Acceptance and Confirmation

- 5.1 The Customer's Order constitutes an offer to purchase. The contract is formed when the Company accepts the Order (including acceptance by signature or written confirmation).
- 5.2 Any allowance in respect of a part-exchange vehicle is subject to confirmation and acceptance by the Company.

6. Delivery and Timing

- 6.1 Unless specifically agreed in writing, delivery dates are estimates only and time is not of the essence.
- 6.2 If an estimated date is provided, the Company will use reasonable endeavours to meet it but shall not be liable for delays outside its reasonable control.
- 6.3 If the Company fails to make the Vehicle available within a reasonable period after the estimated date, the Customer may serve written notice requiring performance within 14 days; if not performed, the Customer may cancel and receive a refund of any deposit paid (subject to statutory rights).

7. Used Vehicles and Inspection

- 7.1 Used Vehicles are supplied with wear and tear consistent with age, mileage and prior use.
- 7.2 The Customer confirms they have inspected the Vehicle (or had the opportunity to do so). Defects that such an inspection ought reasonably to reveal are not grounds for rejection, subject always to statutory consumer protections.
- 7.3 Any defects specifically disclosed prior to sale are accepted by the Customer as part of the Vehicle's condition.

8. Price, Deposits and Payment

8.1 The purchase price is as stated on the Order. Any balance must be paid in cleared funds before release of the Vehicle.

8.2 The Company may request a deposit to secure the Vehicle. Deposits may be retained to the extent of the Company's reasonable costs and losses if the Customer cancels without a legal right to do so.

8.3 Accepted payment methods are bank transfer and debit card unless otherwise agreed. The Company may decline cash payments.

8.4 The Company is not required to release the Vehicle until funds are received and cleared. Presentation of a payment confirmation is not proof of cleared funds.

9. Collection, Storage and Failure to Complete

9.1 Where collection is agreed, delivery occurs when the Vehicle is made available for collection and the Customer is notified.

9.2 If the Customer fails to collect and/or pay the balance within 14 days of notification, the Company may treat the contract as repudiated, resell the Vehicle and recover reasonable costs and any shortfall in resale price.

9.3 The Company reserves the right to charge reasonable storage fees where the Vehicle is not collected within agreed timescales.

10. Risk and Title (Ownership)

10.1 Risk of loss or damage passes to the Customer on collection/delivery into the Customer's physical possession (or their nominated representative).

10.2 Title to the Vehicle does not pass until the Company has received the full purchase price (and any sums due) in cleared funds.

11. Retention of Title and Repossession

11.1 Until title passes, the Customer holds the Vehicle as bailee for the Company and must keep it safe, insured and identifiable.

11.2 If the Customer's right to possession ends (including due to non-payment), the Customer must make the Vehicle available for collection immediately.

11.3 The Customer authorises the Company (and its agents) to enter premises where the Vehicle is reasonably believed to be located for the purpose of recovery, where lawful.

12. Finance and Broker Status

12.1 The Company may introduce the Customer to finance providers as a credit broker and may receive commission.

12.2 Where finance is used, the Vehicle will not be released until the Company has received the full purchase price in cleared funds from the finance provider.

12.3 The finance agreement is between the Customer and the lender. Nothing in these Terms constitutes financial advice.

13. Part Exchange

13.1 Where a part-exchange is accepted, the Customer warrants they own the part-exchange vehicle and it is free from undisclosed finance or encumbrances (or that any settlement amount disclosed is capable of cash settlement).

13.2 The part-exchange must be delivered in substantially the same condition as at appraisal (fair wear and tear excepted) together with keys and relevant documents.

13.3 If the condition, mileage, title or disclosed history is inaccurate or materially different, the Company may

revise the allowance and the Customer must pay any shortfall.

14. Warranty

14.1 Unless stated otherwise on the Order, the Vehicle is supplied with a 6-month Gold warranty administered by Warranty Solutions Group.

14.2 Warranty claims and authorisations are subject to the warranty provider's terms. The Company is not the underwriter of the warranty.

15. Loss or Damage to Customer Property

15.1 The Company is responsible for loss or damage to a Customer vehicle or contents only where caused by the Company's negligence. Customers should remove valuables.

16. Right of Lien

16.1 The Company has a general lien over any Customer property in its possession for sums due to the Company, to the extent permitted by law.

17. Authority and Collection by Third Parties

17.1 If the Customer authorises a third party to collect the Vehicle, the Company may release the Vehicle to that person and shall not be liable for loss arising from such release where it reasonably relied on the authority given.

18. Notices

18.1 Notices should be sent to the addresses shown on the Order or otherwise notified in writing. Notices are effective when delivered or, if posted, two working days after posting.

19. Data Protection

19.1 The Company will process personal data in accordance with UK GDPR and applicable data protection law, including for the performance of the contract and related customer service.

20. Distance and Off-Premises Sales (Consumers)

20.1 Where the Customer is a Consumer and the contract is concluded at a distance or off-premises, the Customer may have a 14-day right to cancel starting the day after delivery.

20.2 To cancel, the Customer must provide a clear written statement to the Company before the cancellation period expires.

20.3 If cancelled, the Company will refund payments received without undue delay and in any event within 14 days of receiving the Vehicle back or evidence of return (whichever is earlier), subject to lawful deductions.

20.4 The Customer must take reasonable care of the Vehicle and is responsible for any diminished value resulting from handling beyond what is necessary to establish its nature, characteristics and functioning.

20.5 Return/collection costs may be payable by the Customer where permitted by law and disclosed in advance.

21. Limitation of Liability

21.1 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

21.2 Subject to clause 21.1, the Company is not liable for indirect or consequential losses (including loss of profit) arising from the Agreement.

22. Force Majeure

22.1 The Company is not liable for delay or failure to perform caused by events beyond its reasonable control, including supply chain disruption, severe weather, or government action.

23. Complaints and Dispute Resolution

23.1 Complaints should be raised with the Company as soon as possible. The Company will aim to resolve complaints promptly.

23.2 Where a complaint cannot be resolved, Alternative Dispute Resolution may be available. For finance-related complaints, the Financial Ombudsman Service may be available where applicable.

24. Governing Law and Jurisdiction

24.1 These Terms and any dispute are governed by the laws of England and Wales.

24.2 The parties submit to the jurisdiction of the courts of England and Wales.

Vehicle Registration

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Customer Name

For MSP Cars Limited (Mercia Sports & Performance)

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Customer Signature

Authorised Signature

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Date

Date

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