

## APPENDIX 4

### CONSUMER PART EXCHANGE TERMS AND CONDITIONS

These Terms and Conditions are intended to apply to the purchase of your **Vehicle**.

The purchaser is Manheim Limited ("**we**", "**us**" and "**our**" in these terms), a company registered in England under registration number 00448761 whose registered office address is at Central House, Leeds Road, Rothwell, Leeds LS26 0JE. ("**Manheim**").

References to **you** or **your** means the person that is selling the Vehicle

#### 1. BACKGROUND AND INTERPRETATION

- 1.1. Your Vehicle will be purchased by us on these terms and conditions ("**Terms and Conditions**").
- 1.2. In these Terms and Conditions, capitalised terms have the meaning first ascribed to them, including:
  - 1.2.1. **Assumptions**: in valuing your Vehicle and preparing/providing you with a Valuation, we have made the following assumptions about your Vehicle:
    - 1.2.1.1. it is not and has never been an emergency services vehicle, taxi, rental or driving school vehicle;
    - 1.2.1.2. it was first registered and has always been registered in the United Kingdom and was manufactured for the United Kingdom market;
    - 1.2.1.3. it has not been written off by an insurance company or sustained accident damage;
    - 1.2.1.4. it does not have a personalised registration number plate;
    - 1.2.1.5. it does not have any Outstanding Finance except for the Outstanding Finance that you have fully disclosed to us;
    - 1.2.1.6. it has 2 (two) sets of working keys; and
    - 1.2.1.7. that the recorded mileage is consistent with any mileage registered with any relevant agencies (including the Vehicle Operator and Services Agency ('VOSA') and the National Mileage Register ('NMR'));
    - 1.2.1.8. it still has as a minimum of at least one month's MOT remaining;
  - 1.2.2. **Contract**: has the meaning set out in clause 4.2;
  - 1.2.3. **Online Valuation Process**: has the meaning set out in clause 2.1;
  - 1.2.4. **Outstanding Finance**: has the meaning set out in clause 5.1;
  - 1.2.5. **Purchase Form**: has the meaning set out in clause 4.1.4;
  - 1.2.6. **Valuation**: the valuation we provide to you in accordance with clause 2.2 which confirms the price we offer to pay you in return for your Vehicle and which is based on the information you provide to us in relation to the Vehicle (in addition to the Assumptions) as part of the Online Valuation Process;
  - 1.2.7. **Vehicle**: the car or light van that you are selling to us;
  - 1.2.8. **Vehicle Documents and Accessories**: Your V5C registration certificate, all sets of keys, MOT certificate, service history, spare wheel and locking wheel nuts (where applicable), sat nav. SD/DVD, radio codes and any other items which belong to the Vehicle;
  - 1.2.9. **Working Day**: a day other than a Saturday, Sunday or public bank holiday in the United Kingdom; and
  - 1.2.10. **You/your**: means the registered keeper and/or legal owner (as appropriate) of the Vehicle to be sold.

#### 2. THE VALUATION AND PRICE

- 2.1. To begin the Valuation process, you provide us with information about your Vehicle through our WebApp (the "**Online Valuation Process**").
- 2.2. All Valuations (and (if applicable) any subsequent purchase of your Vehicle) will be subject to these Terms and Conditions and shall be based on:
  - 2.2.1. the information you provide at the time you complete the Online Valuation Process (which we shall rely upon); and
  - 2.2.2. the Assumptions defined in clause 1.2.1 of these Terms and Conditions.

- 2.3. Any incorrect or misleading information which you provide, or any Assumptions which are incorrect, will result in an inaccurate Valuation, which will be considered as void and withdrawn by us.
- 2.4. The Valuation shall be valid for a period of 7 (seven) days (or such longer period as we may notify to you in writing) from the date on which we send or otherwise provide you with the Valuation, after which time you will be need to complete the Online Valuation Process again.
- 2.5. The Valuation will be considered void/invalid if the mileage of your Vehicle when it is delivered to us is more than 250 miles than the mileage you represented to us in the WebApp.
- 2.6. We use our best efforts to ensure that the Valuation provided to you is correct. It is always possible that, despite our best efforts, some of the Valuations we provide may be incorrect (for example because of unintentional/typographical mistakes or errors on our part or by any systems failure). We will not be responsible or required to meet any Valuation provided where a mistake has been made. If you consider that a mistake has been made, please notify us as soon as possible so that the mistake can be corrected and (where necessary) a revised Valuation provided.
- 2.7. All prices given in the Valuation will be in pounds sterling only and are inclusive of VAT.
- 2.8. If the Vehicle has a personalised registration plate the title to the personalised registration plate shall pass to us upon our purchase of the Vehicle. The purchase price shall not be increased due to any personalised registration plate.

### 3. VEHICLE INSPECTION

- 3.1. All Vehicles will be subject to an on-site physical inspection of the Vehicle and the Vehicle Documents and Accessories by an approved dealer. The dealer will complete an appraisal form during the inspection process, which you will be asked to sign in order to signify that you agree with the findings of the inspection (the “**Appraisal Form**”).
- 3.2. We may withdraw or change the Valuation where, as a result of the inspection as set out in clause 3.1:
  - 3.2.1. the Vehicle is not found to be in line with the information you provided during the Online Valuation Process; or
  - 3.2.2. it is identified that the difference in the Vehicle’s condition compared to the information that you have provided, has an impact on its valuation (such as, but not limited to, mechanical defects which may be identified by the inspection);
  - 3.2.3. clause 2.3 applies; or
  - 3.2.4. we otherwise become aware of other factors which you did not disclose during the Online Valuation Process but which have an impact on the Vehicle’s Valuation (such as, but not limited to, any fraud, 'cut-and-shut' or tampering or where you do not own the Vehicle).
- 3.3. The Vehicle may undergo an extensive examination and road test at our discretion. This examination will be undertaken by a fully qualified mechanic of our choice and at a place and date as determined by us.
- 3.4. We will not owe you any money (for example, in relation to your travel expenses) as a result of circumstances listed in this clause 3.
- 3.5. Prior to the issue of a Purchase Form, you can decide not to proceed with sale of the Vehicle to us. We ask that you give us as much notice as possible. Note that a withdrawal of your Vehicle from the sale to us may delay the completion of any associated contracts.

### 4. OUR CONTRACT

- 4.1. No binding contract will be created between us and you until all of the following have been completed:
  - 4.1.1. you have received a Valuation (or as the case may be, a revised Valuation) from us confirming the estimated purchase price we shall pay you in relation to your Vehicle;
  - 4.1.2. the dealer has undertaken an on-site valuation, inspection and/or extensive examination (as applicable) and you have signed the Appraisal Form as detailed in clause 3.1;
  - 4.1.3. the Vehicle and Vehicle Documents and Accessories have been left with the dealer; and
  - 4.1.4. the dealer has issued you with confirmation of the Vehicle’s purchase price (the “**Purchase Form**”).
- 4.2. The Purchase Form will only be valid if validly issued by us and is an ‘offer’ from us to purchase the Vehicle from you on these Terms and Conditions and for the price set out in the Valuation (or revised Valuation as the case may be). Please read these Terms and Conditions carefully before signing the Purchase Form as your signature confirms your acceptance of the Purchase Form and all terms in it, including these Terms and Conditions, and at that point you will

have entered into a legally binding contract with us in relation to your sale and our purchase of the Vehicle (the “**Contract**”).

- 4.3. The law requires us to consider each vehicle purchase and to satisfy ourselves that it does not involve money laundering. If we have reasonable suspicion that our purchase of your Vehicle does involve money laundering, you acknowledge that we may suspend or terminate any Contract and that we shall not be liable to you for such suspension or termination of the Contract.

## 5. **VEHICLES ON FINANCE**

- 5.1. You must inform us if your Vehicle is the subject of any outstanding finance together with details of the amount outstanding on the finance and the finance provider (“**Outstanding Finance**”). You shall also provide documentation reasonably requested by us to enable us to: (i) obtain details of such Outstanding Finance from the finance provider and (ii) pay the Outstanding Finance.
- 5.2. We have complete discretion as to whether we agree to settle (on your behalf) any Outstanding Finance and are not under any duty to do so.
- 5.3. We shall only agree to settle any Outstanding Finance where the Outstanding Finance is the same as or less than the Vehicle’s Valuation. If the reverse applies (i.e. the Outstanding Finance is more than the Vehicle’s Valuation) we are unable to settle such Outstanding Finance and we will not purchase the Vehicle from you.
- 5.4. If we discover that the Vehicle is subject to Outstanding Finance higher than the Vehicle’s Valuation either after the Valuation or after the Contract has been formed in accordance with clause 4, the Valuation and/or Contract (as appropriate) shall be deemed void and we may exercise our legal rights to recover any such sums in respect of the Outstanding Finance as a debt due from you to us which will be payable immediately.
- 5.5. If we agree to settle any Outstanding Finance, either in full or part payment (as appropriate), we are doing so entirely on your behalf and you will remain fully liable to the finance provider at all times until the Outstanding Finance has been paid in full and the credit agreement has been legally brought to an end. We will have no responsibility whatsoever in relation to any matters relating to Outstanding Finance on any Vehicle.
- 5.6. If we agree to settle any Outstanding Finance, we shall use reasonable endeavours to settle full or part payment (as appropriate) by the due date advised to us (if any). However, we take no responsibility and will have no liability for any payment not being made by the due date as a result of circumstances beyond our reasonable control.

## 6. **MONEY**

- 6.1. Once the Outstanding Finance has been settled then we will, on your behalf, pay any balance to the person or business selling your new vehicle to you (“**New Vehicle Retailer**”) and the New Vehicle Retailer will be entitled to set it off against the price that you are due to pay for your new vehicle.
- 6.2. Where it is agreed that any part of the purchase price is to be paid to you (for example where there is a limit on the amount of deposit that you can pay towards a new vehicle) then the New Vehicle Retailer will arrange for this to be paid to you on our behalf and it will be accounted for as part of the transaction where you are buying a new vehicle (a “**Refund**”).
- 6.3. The New Vehicle Retailer will pay the Refund as soon as reasonably possible (usually this will be within 10 Working Days of your handover date). However, for the avoidance of doubt, time for payment of the Refund may vary and neither us nor the New Vehicle Retailer can guarantee when such payments will be made available to you, as this is reliant upon your designated bank’s standard processes.
- 6.4. If we exercise our right to withdraw the Valuation (or revised Valuation as the case may be) or declare the Valuation (or revised Valuation as the case may be) void pursuant to the terms of this Agreement, we will not be obliged to pay the purchase price to you or settle any Outstanding Finance or issue any Refund. If this clause 6.4 applies, any payment that has already been made by us shall be refunded by you and we may exercise our legal rights to recover any such sums as a debt due from you to us which will be payable immediately.
- 6.5. Notwithstanding this clause 6, you acknowledge that the contract for us to purchase your Vehicle and any contract that you have with a New Vehicle Retailer are separate contracts. In the event that the contract between you and the New Vehicle Retailer is cancelled, it shall not cancel the Contract between us and you.

## 7. **DELIVERY**

- 7.1. You will be responsible for delivering the Vehicle at your own expense to the premises of the dealer agreed between us or selected by you during the Online Valuation Process.
- 7.2. On delivery of the Vehicle, you shall provide us with all Vehicle Documents and Accessories.

## **8. WARRANTIES**

- 8.1. In the event that we purchase your Vehicle, you warrant that:
- 8.1.1. you are the legal owner and the registered keeper of the Vehicle, and have been for a minimum of 3 (three) months prior to the date of the Valuation, and you have the right to sell the Vehicle to us;
  - 8.1.2. subject to clause 5, no other person has a right or claim over the Vehicle in any way;
  - 8.1.3. all the information you have provided to us, be it via the Online Valuation Process, verbally or otherwise, is accurate and true and that the Assumptions are correct;
  - 8.1.4. you have disclosed all information to us with regard to Outstanding Finance and that the Vehicle is not subject to any undisclosed finance;
  - 8.1.5. the mileage reading on the Vehicle is accurate; and
  - 8.1.6. you have fully disclosed the following information:
    - 8.1.6.1. all physical defects with the Vehicle which we would want to be informed about (including cut and shuts, mechanically unsound or inoperable, un-roadworthy and/or chassis damage and the like); and
    - 8.1.6.2. any issues relating to issues (potential or actual) relating to title to the Vehicle.
- 8.2. We reserve our right to take any action deemed necessary (which, for the avoidance of doubt, includes court action) in the event that any of the statements in clause 8.1 are found at any point to be untrue or inaccurate.
- 8.3. We may transfer our rights (which includes the right to take court action as set out in clause 8.2) and obligations under these Terms and Conditions to another organisation (which may include a dealer). This includes the right to pursue legal action against you for breach of these Terms and Conditions. We will endeavour to tell you in writing if we are going to transfer our rights and we will ensure that the transfer will not affect your rights under the contract.

## **9. OWNERSHIP AND RISK**

- 9.1. Ownership in the Vehicle will transfer from you to us upon the Contract coming into existence in accordance with clause 4. Risk in the Vehicle will transfer to us when you deliver it to us or our approved dealer or it is collected by us or our approved dealer from you.
- 9.2. Until risk and ownership in the Vehicle has been transferred to us in accordance with clause 9.1, you remain fully responsible for insuring the Vehicle.

## **10. OUR RESPONSIBILITY FOR DAMAGE SUFFERED BY YOU**

- 10.1. If we fail to comply with these Terms and Conditions, then we will be responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 10.2. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us.
- 10.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 10.4. We assume no responsibility for the content of websites linked to our website. Such links should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those sites or resources and we are not responsible for any loss or damage that may arise from your use of them.
- 10.5. Nothing in these Terms and Conditions will affect your legal rights.
- 10.6. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

## **11. THIRD PARTY RIGHTS**

- 11.1. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 8.3.

## **12. VARIATION**

- 12.1. We may make the changes to these Terms and Conditions from time-to-time, but if we do so we will notify you and you may then be able to contact us to end the Contract before the changes take effect.

### **13. GOVERNING LAW AND JURISDICTION**

13.1. These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.