

# Terms and Conditions for the Supply and Purchase of Vehicles

**S & R Motors (Stratton) Limited**

**Company Number:** 08122152

**Registered Office:** 43–45 Devizes Road, Swindon, Wiltshire, United Kingdom, SN1 4BG

**Website:** [www.srmotorgroup.co.uk](http://www.srmotorgroup.co.uk)

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## 1. Introduction

These Terms and Conditions govern all sales and supply agreements between **S & R Motors (Stratton) Limited** (referred to as “we”, “us”, or “our”) and the customer (“you” or “your”) for the sale or delivery of vehicles and associated services. By placing an order or purchasing a vehicle from us, you agree to be bound by these terms.

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## 2. Formation of Contract

2.1 A legally binding agreement is formed once we accept your order and issue written confirmation.

2.2 Verbal agreements or understandings are not binding unless confirmed in writing by an authorised representative of the Company.

2.3 These terms override any other documents or correspondence unless agreed otherwise in writing.

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## 3. Vehicle Descriptions and Inspection

3.1 We make every effort to ensure that vehicle specifications, descriptions and prices are accurate on our website and advertising platforms.

3.2 It is your responsibility to inspect the vehicle and verify that it meets your expectations and requirements before completing a purchase.

3.3 Variations in colour, mileage, condition, or specifications may occur. Mileage may change slightly due to vehicle movement.

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## 4. Pricing and Payment

4.1 All prices include VAT unless stated otherwise. Additional costs, such as road tax, registration, and delivery, will be detailed before the point of sale.

4.2 A deposit is typically required to secure a vehicle. This is usually non-refundable unless agreed in writing.

4.3 Full payment must be received and cleared before the vehicle is delivered or released. We accept bank transfers, debit card payments, and approved finance arrangements.

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## **5. Finance Agreements**

5.1 We are authorised to introduce finance providers but are not the lender. Finance is subject to status and approval by the lender.

5.2 If your finance application is declined, you remain liable for the purchase unless a cancellation is agreed.

5.3 Any refunds related to cancelled finance will only be processed after receiving full written confirmation from the finance provider.

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## **6. Part Exchange**

6.1 If you offer a vehicle in part exchange:

- You must be the legal owner.
- It must be free from any undisclosed finance.
- The vehicle and its full history should be as described by you.

6.2 We reserve the right to revalue the part exchange if its condition, mileage, or ownership status is found to differ from what was declared.

6.3 If the part exchange is subject to existing finance, the amount will be deducted from the settlement total.

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## **7. Delivery and Risk**

7.1 We aim to provide estimated delivery or collection dates. While we strive for accuracy, such dates are not guaranteed.

7.2 Risk of damage or loss passes to you upon handover or delivery of the vehicle.

7.3 Ownership remains with us until all sums due under the Contract are paid in full.

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## **8. Warranties and Vehicle Condition**

8.1 All used vehicles sold by us come with a minimum three-month standard warranty unless stated otherwise.

8.2 Any applicable manufacturer's warranty or extended warranty will be detailed in the sales agreement.

8.3 We are not responsible for costs incurred from faults caused by:

- Wear and tear
  - Misuse or negligence
  - Unauthorised repairs
  - Use for commercial purposes such as private hire or delivery
  - Any fault or wear caused by use of the vehicle in competition, track-day use or for private hire.
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## 9. Returns and Distance Sales

### 9.1 For Distance or Online Sales

9.1.1 If you purchase a vehicle remotely, you may cancel within **14 days** of delivery in accordance with the Consumer Contracts Regulations 2013.

9.1.2 You must notify us in writing and return the vehicle in the same condition, with no more than 100 additional miles.

9.1.3 You are responsible for:

- Returning the vehicle at your own cost
- Ensuring it is returned in the same condition

9.1.4 A full refund will be issued within 14 days of the vehicle's return, less any applicable deductions for damage or mileage.

### 9.2 For In-Person Sales

9.2.1 Vehicles purchased in person at our premises are **not** subject to the 14-day return policy.

9.2.2 Returns may be accepted at our discretion and may be subject to an administration or restocking fee.

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## 10. Liability

10.1 We shall not be liable for:

- Loss of profit or income
- Business interruption
- Indirect or consequential losses
- Failures arising from third-party finance

10.2 Our total liability in any circumstance shall not exceed the purchase price of the vehicle.

10.3 Nothing in these Terms excludes our liability for death or injury caused by our negligence or fraud.

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## 11. Force Majeure

We are not liable for any delay or failure to perform our obligations due to circumstances beyond our reasonable control, including but not limited to acts of God, weather, transport disruption, pandemics, or labour disputes.

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## 12. Use of Personal Data

Your personal information will be processed in accordance with UK data protection legislation and our Privacy Policy. Details are available at: [www.srmotorgroup.co.uk/privacy-policy](http://www.srmotorgroup.co.uk/privacy-policy) (or available upon request).

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### 13. Complaints and Dispute Resolution

We aim to provide the highest level of customer service. If you are dissatisfied, please let us know and we will endeavour to resolve any issues promptly.

If a dispute arises and cannot be resolved informally, you may be entitled to refer the matter to an alternative dispute resolution provider such as the Motor Ombudsman.

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### 14. Governing Law and Jurisdiction

These terms are governed by the laws of **England and Wales**. Disputes will be subject to the exclusive jurisdiction of the English courts unless you reside in another part of the UK, in which case local laws may apply.

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### 15. Company Information

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