



## **720 Performance T&C's**

### **Introduction:**

In these terms and conditions ("Conditions"): "Seller", "we", "our" or "us" means 720 Performance. "Buyer", "you" or "your" means the buyer of the vehicle. "Consumer" means a Buyer who is a consumer within the meaning of the Consumer Rights Act 2015. "Manufacturer" means the manufacturer of the vehicle subject to these terms and conditions.

1.1. Until or unless replaced by an operative credit agreement, these conditions apply to the contract between you and us to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **Vehicle Holding Deposit:**

1.2. Once a holding deposit has been placed on a vehicle you have seven days to pay and collect the vehicle. The seven day period is automatically started as soon as payment for the holding deposit has been made.

1.3. If you fail to collect or pay for your proposed vehicle during the seven days, we reserve the right to cancel the holding deposit and re-list the vehicle for sale. Once your holding deposit has been cancelled you will be contacted immediately via email, phone or SMS by a company representative informing you of the action taken.

1.4. If your holding deposit is cancelled you will not be refunded, this is due to us taking the vehicle off the market during the seven days.

1.5. If you choose to cancel your holding deposit, you are in agreement and fully aware and satisfied that there is no obligation to refund the holding deposit as it is non refundable.

1.6. If you do qualify for a refund we will charge you a £26.50 plus VAT administrative fee for the preparation of any documents or contracts created for the proposed purchase. The fee will be deducted from the final refunded amount.

1.8. If you have placed a holding deposit on a vehicle on top of the required £99.00 holding reservation you will be refunded the same amount minus the £99.00 holding reservation if cancelled before the seven day automatic cancellation. Any automatic cancellation will result in your extra deposit not being refunded.

1.9. Refunds will only be possible to the account the payment was made by. This is to ensure that the correct amount goes back to the intended individual and to align to anti-money laundering regulations. In person refunds will be done by the chip and pin payment card machine which is used to take all in person payments. Any other refunds will be via bank transfer to the original payment account.

### **Collections:**

2.0. If you purchase a vehicle and wish to collect it at a later date we will hold possession of the vehicles keys until you collect the vehicle or have it collected. This is to ensure that the vehicle doesn't obstruct our parking facilities and hinder any potential clients from accessing the site. View clause 2.1. for charges that may occur for collecting a vehicle after payment has been made.

2.1. Once you have bought and paid for your vehicle we allow a five day collection period, after the five days we will charge £20.00 plus VAT per day for storage. If the storage charges apply to you the keys will not be released until payment has been made.

2.2. Anybody who deems to collect the vehicle must have a valid drivers license and suitable insurance before leaving with the vehicle. The purchaser of the vehicle must inform us of who will be collecting the vehicle if they do not collect it themselves.

### **Ownership & Risks:**

2.3. We accept no responsibility for errors or mis-information supplied or provided by the DVLA or other agencies.

2.4. We do not guarantee ownership of/or accept responsibility for any loss of/or transfer refusal by DVLA of a cherished registration number.

2.5. We do not provide any guarantee of any type in respect of any audio/visual equipment and security/ alarm systems in connection with the vehicle.

2.6. We do not provide any guarantee or accept any liability for any modification made to the vehicle, including but not limited to the engine, outside of the manufacturer's specification save where such modification is made by us.

2.7. Where the purchased vehicle includes a diesel particulate filter ("DPF"), you agree and understand that you will need to maintain such DPF in accordance with the vehicle's manual.

2.8. We do not provide any guarantee or accept any responsibility for vehicle sold which had either been involved in a collision or insurance claim prior to the vehicles sale from us.

2.9. We do not provide any guarantee or accept any responsibility for previous or current fault codes within the vehicle Engine Control Unit in which do not cause an engine management light or relevant warning messages. These faults can only be read by an authorised vehicle servicing centre.

3.0. We do not provide any guarantee or accept any responsibility for any personal belongings left in a vehicle once we have purchased a vehicle from you.

3.1. We do not provide any guarantee for for the vehicle log book (V5C) once the vehicle has been sold. Any losses, damage, incorrect information or errors related to do with the V5C must be taken up with the DVLA.

### **Vehicle Refunds & Returns:**

3.2. You can not return the vehicle due to any component that fails due to 'fair wear and tear', such as tyres or brake discs that wear out due to normal use. That also applies to suspension components. This policy also applies to any specific fault that we told you about prior to purchase.

3.3. The Consumer Rights Act cannot be used to reject a car if you've simply changed your mind about buying it or don't like a particular function of the vehicle.

3.4. Some vehicles sold by 720 Performance from 15/02/2022 are sold with a '720 Performance Assured Vehicle Report' which shows the customer the mechanical condition of the vehicle. See more on 'Assured Reports' in clause 9.3.

3.5. If a mechanical failure, fault, warning light and any other defect was indicated was made aware before purchase we offer no guarantee of refund or repair.

3.6. Vehicles cannot be returned or refunded after 30 days of purchasing the vehicle from us. The 'consumer Rights Act 2015' for returns and refunds will only apply up until the 30 days and this policy deems the customer to agree to the terms of sale.

3.7. Any mechanical failure or fault within 30 days of purchase must be communicated with the vehicles warranty provider. The customer agrees the 'Consumer Rights Act 2015' cannot be used to return or refund a vehicle if the warranty provider is willing to payout for any fault.

3.8. We only refund or accept returns of vehicles if a mechanical failure was to incur in the first 30 days which the warranty provided on the vehicle wouldn't pay out. The failure has to be proven by a suitable and reputable garage who has no connection to us or you and prove that the mechanical failure hasn't been down to the new owners fault or poor driving or influence that has caused it to occur.

3.9. We do not provide any guarantees or refunds to any cosmetic damage on the vehicle as any faults would be communicated to the customer. Any cosmetic discrepancies that we have missed to inform you about is at your own risk when buying. During any viewings of the vehicle the customer is deemed to make their own assessment and inspection of the vehicles cosmetic condition. The customer agrees the 'Consumer Rights Act 2015' cannot be used to return or refund a vehicle due to clause 3.7..

4.0. If you do qualify for a refund we will repay to you the purchase price of the vehicle to the same payment method used to pay for the vehicle or if you paid for the vehicle using a finance agreement, we will repay to you the deposit which you paid to us and we will repay the remainder of the purchase price to the finance provider with whom you entered into a finance agreement.

4.1. We may make a deduction from the repayment to you for loss in value of any vehicles supplied, based on any additional mileage on the vehicle after receipt and/or any missing keys or documentation including but not limited to the most recent V5C registration document showing you as the registered keeper.

4.2. We will make the repayment up to 30 days of the vehicle return.

4.3. If you use the guarantee you confirm to us that, on collection, the vehicle is free from all charges or claims from any third party (subject to any finance used to purchase the vehicle) and is owned by you, is in the same condition as on delivery (except for any reasonable wear and tear) and has not been involved in an accident since delivery and no alterations or modifications whatsoever have been made to the vehicle.

4.4. The customer agrees that vehicles cannot be returned or refunded or rejected if the vehicle was to fail its next relevant Ministry Of Transport (M.O.T) safety check. 720 Performance will not sell a vehicle with less than 90 days left until the M.O.T is due.

4.5. If a return, refund or rejection is accepted we may make a deduction from the refunded amount due to any cosmetic or mechanical damage caused during your ownership.

4.6. If a return, refund or rejection is accepted we and the customer has yet to receive the vehicle registration document (V5C) we may put a 'retainer' on the refunded amount until the V5C has been returned to us. The retainer can be up to but not limited to ten percent of the vehicles retail value.

#### **Delivery:**

4.7. This clause only applies where it has been agreed that we will deliver the vehicle instead of you collecting the vehicle.

4.8. We will deliver the vehicle to you at the address on the order form on the date agreed between us (the "Delivery").

4.9. If you need to rearrange the date and time off your Delivery, we may charge you a fee.

5.0. We will only deliver the Car to you at the delivery location stated in the order form

5.1. You must show us a valid photo-card UK driving licence at Delivery. If the address on your driving licence is different to the Delivery address, you must also provide us with either a utility bill or bank statement addressed to the Delivery address and which is dated in the three months prior to Delivery. If you do not have your driving licence, you must show us your passport and a utility bill or bank statement addressed to the Delivery address and which is dated in the three months prior to Delivery. The person stated on the order form must be present at Delivery as we will not deliver the vehicle to any other person.

5.2. We will need a safe place to park the vehicle (e.g. a driveway or safe on-road parking) whilst we complete our delivery checks with you. If you are selling a part exchange vehicle to us, then you should also make sure that is parked safely and is accessible by us. You are responsible for giving us details of a safe location and will be responsible for any costs, penalties or fines we incur as a result of parking in the safe location provided by you.

5.3. The mileage of a vehicle stated on the order form may vary slightly to the actual mileage of the vehicle because of delivering the vehicle to you.

5.4. You are responsible for the vehicle from Delivery.

5.5. We are not responsible for delays outside our control. If our supply of the vehicle is delayed by a circumstance or an event outside our control, then we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. If we do this, we will not be responsible for delays caused by the event.

#### **Part Exchange:**

5.6. Any valuation provided for a vehicle to be used in accordance with this clause shall be valid for a period of five days from the date such valuation is notified to you. In the event that the transaction does not complete within those five days, we reserve the right to amend the valuation at our sole discretion. Any such amended valuation shall be notified to you and confirmed with you prior to the transaction completing. Where we agree to allow part of the price of the vehicle to be discharged by you delivering a used motor vehicle to us, the following conditions will apply:

5.7. That such used vehicle is your absolute property and is free from all encumbrances or that such used vehicle is the subject of a hire purchase agreement or other encumbrance capable of cash settlement by us, in which case the allowance shall be reduced by the amount required to be paid by us in settlement thereof;

5.8. That if we have examined the said used vehicle prior to confirmation and acceptance of this order, the said used vehicle shall be delivered to us in the same condition as at the date of such examination (fair wear and tear excepted);

5.9. That such used vehicle shall be delivered to us on or before collection or delivery of the goods to be supplied by us under this agreement, and the property in the said used vehicle shall thereupon pass to us absolutely;

6.0. That such used vehicle has not been used for rental/hire purposes whether private or commercial;

6.1. That you will indemnify us in respect of any encumbrance on such used vehicle to ensure good title is transferred;

6.2. That such used vehicle is as described herein with all mechanical defects declared;

6.3. That such used car has a valid MOT certificate with at least 3 months remaining. If less, you give us, permission to affect any work necessary to enable us to obtain a new MOT certificate and you agree to reimburse us for all costs and expenses of such work;

6.4. That such used vehicle has not been in any major accidents, or the subject of a total loss claim;

6.5. That such used vehicle was specifically built for sale by the manufacturer for an authorised agent in the UK (not an import); and

6.6. That the milometer of such used vehicle is correct, if not a written record of the approximate true mileage has been supplied by you to us.

6.7. If we accept the part exchange vehicle, you must give us:

6.8. All copies of the part exchange vehicle's keys;

6.9. That part exchange vehicle's most recent V5C registration document (together with appropriate proof of purchase if requested by us);

7.0. Any accessories there may be such as a locking wheel nut, radio fascia, remote controls, SD card and/or charging cables (if you have a plug-in car).

7.1. You must remove any personal possessions from the part exchange vehicle before we take possession of it. We will not be responsible for any personal items lost once the part exchange vehicle is in our possession.

7.2. Please note that before being re-registered by a new keeper, the part exchange vehicle may be sold to one or more motor traders who will not be obliged to register as the new keeper of the part exchange vehicle and remove your name and address from the V5C registration document. We do not accept any liability in respect of your personal information contained on the V5C registration document.

#### **Distance Sales:**

7.3. If you are contracting with us as a Consumer online or by phone and do not visit our dealership at any point during the transaction process, or your contract with us is concluded or substantially negotiated at your home or somewhere other than our dealership you have the right to cancel up until full payment has been made or received for the intended vehicle.

7.4. Any vehicles which are purchased at distance are subject to payment before delivery. Failure to receive payment for the vehicle 24 hours before the scheduled delivery date will not be delivered and may be charged a fee of £59.99 plus VAT for the delivery cancellation.

7.5. Once payment has been received directly from you or a finance company to purchase the vehicle before the scheduled delivered and you wish to cancel the purchase you will be charged a "late notice cancellation administrators fee" of £244.00 plus VAT which will be deducted from any returned amount to the former proposed buyer and not any finance companies or brokers.

7.6. All customers who distantly or remotely purchase a vehicle will be provided with a in-depth "walk around video" of the vehicle which will provide close up images of the vehicles exterior and interior condition.

7.7. Any distant or remote purchases are provided with in-depth images subject to clause 7.0. which prohibits customers returning or demanding a refund due to any cosmetic discrepancies once they have taken possession of the vehicle.

7.8. Subject to clause 7.6. the customer is to make their own assessment and virtual inspection of the vehicles condition and we will not provide any guarantees or refunds as any cosmetic damage on the vehicle as any faults would be communicated to the customer.

7.7. All payments for distant purchases must be made by bank transfer to 720 Performance.

7.8. Once you have purchased a vehicle at distance or remotely you must provide us with the relevant details in order to fill in and send of the vehicles V5C log book to the DVLA.

7.9. Subject to clause 6.9. the customer must provide us with their personal details such as full name, date of birth, residential address and driving licence number and make sure all information passed on to us is up to date and true.

8.0. All customers who purchase a vehicle at distance or remotely must sign a copy of the delivery schedule form provided to them by email, sms or mail before the vehicle is delivered.

8.1. All information provided must be relevant and true.

8.2. When delivery is complete the customer must sign the relevant release forms from the deliver or driver.

8.3. We do not accept any responsibility for parking fines, speeding tickets or any penalty notices after the vehicle has been successfully delivered.

8.4. We do not accept any responsibility for damage to the vehicle after it has successfully been delivered.

8.5. We do not accept any responsibility for missing paperwork after the vehicle has been successfully delivered.

8.6. We do not accept any responsibility for any lost keys after the vehicle has been successfully delivered.

8.7. We do not accept any responsibility for delays on V5C documents.

**Documentation:**

8.8. We do not accept any responsibility for late or lost documents sent to the DVLA. This includes V5C log books.

8.9. All V5C log books will be sent to the DVLA after a customer has updated their details on to the document for the new vehicle owner details.

9.0. All V5C log books will be sent to the DVLA up to 7 working days from the sale date of the vehicle.

9.1. We do not accept any responsibility for lost or damaged documentation such as MOT history or service history.

9.2. We do not accept any responsibility for miss-communicated or incorrect details about the vehicle such as MOT history or relevant service history.

9.3. It's up to the customer to do their own due diligence on service history and MOT history on any vehicle and do not accept any responsibility for wrong or faulty documentation.

9.4. We will not return or refund any vehicles due to missing documentation such as V5C, MOT history and service history records and dates.

9.5. The customer must accept that any vehicle may have failed or had advisory notices on its MOT prior to the sale.

**Finance:**

9.6. 720 Performance is a credit broker and not a lender. We do not promote or encourage financial agreements to our customers.

9.7. 720 Performance is authorised and regulated by the Financial Conduct Authority to conduct credit brokering and debit counselling activities.

9.8. 720 Performance is required by the lender of a finance agreement to withhold personal information about the customer and customers finance agreement throughout the entirety of the finance agreement. This information includes bank details and income.

9.9. A flat fee of £199.00 for any third party financing. This fee will be taken out of the customers deposit.

10.0. A flat fee of £99.00 will be charged to any customer in which their proposed finance agreement does not exceed 36 months.

10.1. A flat fee of £49.00 is charged to the customer when arranging any financial agreement via 720 Performance systems.

10.2. A flat fee of £299.00 is charged to the customer if the vehicle intended for finance will be to a business.

**Miscellaneous:**

10.3. Prior to any remedial or repair work to be undertaken on the vehicle you must seek authorisation from us. We retain the right to investigate and inspect the vehicle prior to any work commencing.

10.4. Mileages on recorders of used motor vehicles may differ from actual total distances run and should be disregarded.

10.5. Some vehicles may have had off road use prior to sale.

10.6. Bank Drafts will require 10 complete working days for clearance.

10.7. keys on used vehicles will be passed onto the Buyer. When there is only one key supplied to us, we will endeavour to locate any other keys from seller/supplier and failing this any extra keys will be charged at cost.

10.8. 14 days should be allowed for refunds of retainers for V5 / MOT / Service History.

10.9. Any refund amount for a vehicle will exclude any modifications or enhancements made to the vehicle at the Buyer's request where we cannot reasonably recover the cost of those modifications or enhancements.

11.0. Payments can be made by, together with other methods, credit card and cash subject to the following: the maximum amount payable by means of credit cards in connection with a purchase (whether paid on one credit card or split across multiple credit cards) is £1,000 and the maximum amount payable by means of cash in connection with a purchase is £500.

11.1. 720 Performance Terms & Conditions constantly evolve to best suite our customers and protect the company. The relevant Terms & Condition which apply to the customer is the Terms & Conditions policy provided in the vehicle sales documentation. Any changes before or after the dated and signed copy you are given do not apply.

11.2. Our Terms & Conditions may change during the course of any sale, the Terms & Conditions that apply directly to you are provided in the vehicle sales documentation.

11.3. 720 Performance put each vehicle under a 'Pre Sale Or Delivery Safety & Durability Test'. This specific test makes sure the vehicle is 'fit & roadworthy' to be sold to the customer.

11.4. Vehicles cannot be returned, refunded or re-compensated for damaged, lost, unreadable, unconnected, missing, flat, unaccounted for or misplaced vehicles keys or vehicle remote fobs. All vehicles sold by us will be provided with one fit and working key or remote fob with the vehicle. There is no guarantee or liability for the key or remote fob once the customer has taken delivery of the vehicle.

11.5. 720 Performance is not responsible or liable nor will refund or repair damaged lights on a vehicle once the customer has driven away from the premises. Lights such as headlamps, side lights, indicators, brake lights, fog lights, interior lights, daytime running lights can easily fail and each vehicle will leave with these lights working in accordance with the governing Highway Code and British law.

11.6. 720 Performance may take or use legal advice or representation whenever a vehicle return, refund or repair takes place to determine the legitimacy, legality and worthiness.

11.7. 720 Performance will charge £2.20 per mile for fair use and de-valuation on any return or refund.

11.8. In the case where a vehicle is being rejected or refunded, 720 Performance will charge a £2.20 per mile charge on the mileage covered between the mileage at the point of sale and point of return.

11.9. 720 Performance will charge a £175 devaluation charge in the case of any refund or return due to the addition of a short term owner.

12.0. 720 Performance will charge a rolling daily charge of £12.95 in relation to any refund or return from the sale date to the date of return.

12.1. 720 Performance may take legal action against any biased or unfair reviews.

12.2. Customers agree that any damaging, unfair, bias, untrue, false, motivated & malicious company reviews will result in legal action by 720 Performance and the reviewer agrees to be charged up to £10,000 in a court of law.

12.3. We do not take responsibility, guarantee, replace or refund alloy wheels which have flaked, corroded, peeled, weathered or coloured after the point of purchase.

**General:**

12.4. The headings in these conditions are for convenience only and shall not affect their interpretation

12.5. person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

12.6. No waiver by either party of any breach of the contract shall be considered as a waiver for any subsequent breach of the same or any other provision.

12.7. A person who is not party to these terms shall not have any rights under or in connection with them under the contracts (Rights of Third Parties) Act 1999.

12.8. Any notices shall be posted and will be also be served by electronic mail.

12.9. Any vehicles returned to 720 Performance after purchasing will have £2.20 per mile deducted from the final refunded amount.

13.0. This contract shall be governed by and construed in accordance with the laws of England & Wales and any dispute shall be subject to the exclusive jurisdiction of the English courts.