



BELL SPORT & CLASSIC TERMS & CONDITIONS FOR VEHICLE SALES

1. Definitions

- 1.1 "The Company" refers to Bell Sport & Classic Ltd (company number 4355591), the seller of the Vehicle.
- 1.2 "The Buyer" refers to the person or entity contracting to purchase the Vehicle from the Company.
- 1.3 "The Vehicle" means the motor vehicle and any accessories, parts, or other goods to be sold by the Company to the Buyer.
- 1.4 "Consumer" means a Buyer who is an individual acting for purposes wholly or mainly outside their trade, business, craft, or profession.
- 1.5 "Purchase Price" means the total price for the Vehicle as agreed between the Company and the Buyer.
- 1.6 "Notice" means a formal notification in writing sent to the physical address or email address specified for the relevant party in the purchase agreement. A notice is deemed effective when sent.

2 The Contract

- 2.1 An order, and any allowance offered for a part-exchange vehicle, constitutes a formal offer by the Buyer to purchase the Vehicle from the Company. No contract shall exist unless and until an authorised representative of the Company provides written acceptance and confirmation of the order.
- 2.2 This document and the signed purchase agreement constitute the entire agreement between the parties. No representations or warranties other than those contained herein shall be binding. Any variation must be agreed upon in a written document signed by both the Buyer and an authorised representative of the Company.

3 Delivery and Delays

- 3.1 The Company will endeavour to deliver the Vehicle by the estimated delivery date, but this date is for guidance only and time is not of the essence of the contract. The Company shall not be liable for any loss or damage arising from any delay in delivery, regardless of the cause.
- 3.2 If the Company fails to deliver the Vehicle within 30 days of the estimated delivery date, the Buyer may give the Company written Notice requiring delivery within a further 14 days.
- 3.3 If the Vehicle is not delivered within that subsequent 14-day period, the contract may be cancelled. In that event, any deposit paid by the Buyer will be returned in full, and the Company shall have no further liability.

4 Vehicle Condition and Examination

- 4.1 Given the unique and specialist nature of classic and high-performance vehicles, the Vehicle is sold subject to the Buyer's thorough inspection and examination. The Buyer hereby acknowledges that the Buyer will conduct such a thorough inspection and examination prior to purchase.
- 4.2 Where the Buyer is a Consumer, the Vehicle will be of satisfactory quality and fit for purpose as defined by the Consumer Rights Act 2015. However, the Buyer acknowledges that the legal conditions of satisfactory quality do not apply to any defects that were specifically drawn to their attention prior to the contract, or to defects which a thorough examination by the Buyer ought to have revealed.
- 4.3 Any mileage stated is believed to be correct but is not warranted. Service histories and maintenance records are provided in good faith, but no guarantee is given as to their completeness or accuracy.

5 Part-Exchange Vehicles

- 5.1 Where the Company agrees to accept a part-exchange vehicle, this is subject to the following conditions:
 - 5.1.1 The vehicle is the Buyer's absolute property and is free from all encumbrances, save for any finance agreement capable of immediate settlement. The allowance shall be reduced by the amount required to settle any outstanding finance.
 - 5.1.2 The vehicle will be delivered to the Company in the same condition as at the date of appraisal, fair wear and tear excepted.
 - 5.1.3 The vehicle will be delivered to the Company on or before the collection date for the new Vehicle, at which point property in the part-exchange vehicle passes to the Company.
- 5.2 If the Vehicle is not delivered to the Buyer within 30 days of the estimated delivery date through no fault of the Company, the Company reserves the right to re-appraise the part-exchange allowance.
- 5.3 In the event of non-fulfilment of any condition in clause 5.1, the Company is discharged from any obligation to accept the vehicle, and the Buyer must pay the full Purchase Price in cash.

6 Payment and Title

- 6.1 The Buyer must make full payment for the Vehicle upon receiving notification from the Company that it is available for collection.
- 6.2 Title to the Vehicle shall remain with the Company and will not pass to the Buyer until the Company has received the full Purchase Price in cleared funds. A cheque does not constitute cleared funds until it has been cleared by the Company's bank.
- 6.3 Risk of damage to or loss of the Vehicle shall pass to the Buyer upon collection. The Buyer is responsible for insuring the Vehicle from this point.



6.4 The Company shall have a general lien on any property of the Buyer in its possession for all monies owed to the Company by the Buyer on any account whatsoever.

7 Buyer's Failure to Pay and Repudiation

- 7.1 If the Buyer fails to pay for and take delivery of the Vehicle within 14 days of written notification that it is ready, the Company may treat the contract as repudiated by the Buyer.
- 7.2 In such an event, the Company is entitled to sell the Vehicle to another party. The Buyer's deposit will be retained by the Company against any losses incurred.
- 7.3 The Company is entitled to recover from the Buyer its losses resulting from the repudiation. Such losses are calculated as the reduction in the final sale price achieved plus any additional costs incurred in re-selling the Vehicle (including storage and marketing).
- 7.4 After the Vehicle is re-sold, the Company will notify the Buyer of the total loss. If the loss is less than the deposit paid, the Company will refund the balance. If the loss exceeds the deposit, the Buyer will be liable for the shortfall.
- 7.5 The Company reserves the right to make a reasonable daily charge for storage of the Vehicle until it is collected or re-sold.

8 Liability and Force Majeure

- 8.1 The Company's liability is limited as follows:
- 8.1.1 In respect of any claim for death or personal injury caused by the Company's negligence, no limit shall apply;
- 8.1.2 In respect of any claim resulting from fraudulent misrepresentation, no limit shall apply;
- 8.1.3 In respect of all other claims, the Company's maximum liability shall be limited to the Purchase Price of the Vehicle.
- 8.2 Subject to 8.1, the Company shall not be liable for any indirect or consequential damages, including loss of profits, revenue, or business opportunity.
- 8.3 The Company shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including strikes, natural disasters, pandemics, war, or supplier failure ("Force Majeure").

9 Distance and Off-Premises Contracts

- 9.1 This clause applies if the Buyer is a Consumer and the contract is concluded either without face-to-face contact ("Distance Contract") or away from the Company's business premises ("Off-Premises Contract").
- 9.2 The Buyer has the right to cancel this contract within 14 days of taking physical possession of the Vehicle.
- 9.3 This right to cancel does not apply if the Vehicle has been customised to the Buyer's specific request, which includes the fitting of any accessories.
- 9.4 To cancel, the Buyer must inform the Company via a clear written statement. For convenience, a model cancellation is supplied at the end of these Terms and Conditions. The Buyer must return the Vehicle to the Company at their own cost within 14 days of this communication.
- 9.5 The Company will reimburse all payments received but may make a deduction for any diminished value of the Vehicle resulting from handling or use beyond what is necessary to establish its nature and function.

10 Data Protection

- 10.1 The Company will process the Customer's personal data in accordance with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 10.2 The Company will use the personal data provided by the Customer to fulfil its contractual obligations. This includes providing the Services, processing payments, maintaining service records, and contacting the Customer regarding safety recalls or service reminders.
- 10.3 For these purposes, the Company may share personal data with third parties, such as the vehicle manufacturer for warranty and recall purposes.
- 10.4 For full details on how the Company uses personal data, the Customer's rights in relation to their data, and how to opt-out of marketing communications, the Customer should consult the Company's Privacy Policy, which is available on the Company's website or upon request.

11 General Terms and Dispute Resolution

- 11.1 Notices. Any notice given under this contract must be in writing and sent to the address or email address of the relevant party as provided by the Customer. Notices are deemed received two business days after posting if sent by first-class post, or at the time of transmission if sent by email to the correct address. 1
- 11.2 Waiver. A waiver of any right or remedy under this contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy.
- 11.3 Third-Party Rights. The parties do not intend that any term of this contract shall be enforceable by any person who is not a party to it, under the Contracts (Rights of Third Parties) Act 1999.
- 11.4 Should a complaint or dispute arise, the Customer should first engage with the Company's internal complaints handling procedure, which is available on request and on the Company's website.



11.5 Where a complaint cannot be resolved through the internal procedure, the Customer may refer the dispute to an approved Alternative Dispute Resolution (ADR) provider, such as The Motor Ombudsman

11.6 This contract is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English Courts.

Model Cancellation Notice For Distance Sales

[INSERT ADDRESS
HERE
INCLUDING EMAIL/FAX NUMBER]

Dear [YOUR NAME HERE]

Re: [INSERT PRODUCT DESCRIPTION]
Ordered on: [INSERT DATE HERE]
received on: [INSERT DATE HERE]

[I/We] hereby give notice that [I/We] cancel [my/our] contract of sale of the [goods /service] above

Name of consumer(s),
Address of consumer(s),

Signature of consumer(s)

Date

[*] Delete as appropriate,