



AC13 Edition Custom Vehicle Build Terms

Terms and Conditions for the sale of vehicles and supply of work converting Mercedes Benz V Class into an AC13 Edition V Class.

1. INTERPRETATION

1.1 In these terms and conditions the following words and phrases shall have the following meanings:

‘Seller’, ‘We’, ‘Our’ or ‘Us’

means AC13 Premier Limited.

‘Buyer’, ‘You’ or ‘Your’

means the buyer of the Vehicle and / or the Services.

‘Build slot’

means the allocation of a period of time during which it is intended that the Works should be carried out.

‘Conditions’

means these Terms & Conditions of the sale.

‘Consumer’

means a buyer who is a Consumer within the meaning of the Consumer Rights Act 2015

‘Contract’

means the agreement for the carrying out of the Works and, where agreed, the sale and purchase of the Vehicle.

‘matters beyond our control’

natural or physical disasters, including, but not limited to, civil commotion, war and terrorist action, state action, industrial action whether lawful or otherwise, non-availability of fitments or other necessary goods at commercially viable prices, unavoidable accident, fire, flood, earthquake, subsidence, any governmental mandate arising from any epidemic or pandemic and any other matter which is beyond our reasonable control and which causes any delay, omission, or circumstances which result in failure or inadequate performance of the Contract.

‘Order’

means your offer to buy the Vehicle and / or the Works as set out in our order form.

‘Order Confirmation’

means our written acknowledgment and acceptance of your Order.

‘Price’

means the price payable under the Contract as set out on our Order Confirmation.

‘Services’

the carrying out of the Works.

‘Termination’

means the ending of the Contract for any reason.

‘Termination Fees’

means, as at the date of Termination:

- (i) a proportion of the Price which reasonably represents the Works done to the date of Termination; and
- (ii) an amount equal to our profit on those Works done to Termination calculated by reference to our profit on the entirety of the Contract; and
- (iii) such amounts as equal any payment made by us (but not yet paid by you) or any contractual commitment that we had made to a third party supplier, for the supply of any goods or services that were required for carrying out the Works to your Vehicle.

‘Vehicle’

means the vehicle which is to be subject of the Works.

‘Works’

means the ordering and / or acquisition of any goods and fitments for use in the Works and the carrying out of the agreed work to the Vehicle.

1.2 In this Contract:

- (a) the singular includes the plural and one gender includes all;
- (b) references to clauses are to those in these terms and conditions;
- (c) reference to a statutory provision includes any amendment or replacement provision relevant to any contract for sale;
- (d) reference to a document includes that document as amended, altered or replaced subsequent to the date of the sale;
- (e) reference to writing includes e-mail, text / SMS messaging and WhatsApp;
- (f) time expressed in days excludes the first day but includes the last day and if the last day does not fall on a normal business day in both England and Wales then the last day will be deemed to be the first normal business day;
- (g) the headings in this document do not form part of the Agreement.

2. MAKING THE CONTRACT

2.1 These are the Conditions on which we sell vehicles and our Services. Orders will only be accepted subject to these Conditions. The Conditions, the Order and the Order Confirmation will form the entire agreement between us. Please ensure that you read these documents carefully, and check that the details on the Order are complete and accurate before you sign the Order. If you think that there is a mistake or require any changes to the Order, please contact us to discuss it. We will confirm any changes in writing so as to avoid any misunderstandings.

2.2 An Order constitutes an offer by you to purchase the Vehicle (if applicable) and / or to have us carry out the Works on that Vehicle as identified in the Order.

2.3 A Contract will have been made between us when we have accepted your Order by delivering our written Order Confirmation to you.

2.4 When assisting you in compiling your Order, we will discuss the allocation of a Build Slot to you. Your Build Slot will be allocated to you on our Order Confirmation form. A Build Slot will normally be of approximately 4 weeks duration and will usually commence approximately 12 weeks from the date of the making of the Contract but please see clause 7 below regarding Build Slots.

2.5 You must be 18 years of age and hold a valid driving licence which allows you to drive in the UK in order to place an Order with us. You will also be responsible for ensuring that the Owned Vehicle on which we will be doing the Works is fully insured, taxed and maintained at the point at

which it comes into our possession and on Handover to you after the Works have been completed.

2.6 When you deliver a Vehicle to us in order for the Works to be commenced, you warrant to us that:

- (a) your Vehicle complies with all applicable regulations concerning the construction and use of motor vehicles on public roads and that it is roadworthy and safe to drive;
- (b) if your Vehicle is subject to any lien, interest or encumbrance of any description, or it is subject to a finance agreement or is owned by a third party under an agreement, you have the relevant permissions or authorities from any such party or owner for the Works to be carried out.

3. VEHICLES

3.1 At AC13 Premier Limited our business is to make the agreed conversions to your Vehicle. These conversions are called the Works. The Vehicle that you bring to us may be your own Vehicle, a vehicle newly bought by you in order that it may be converted or a stock vehicle owned by AC13 Premier.

3.2 For the purposes of these Conditions we have categorised the vehicles upon which we carry out the Works as follows:

3.2.1 A vehicle already owned by you is your 'Owned 2nd Hand Vehicle'.

3.2.2 A new vehicle bought by you from a Mercedes Benz Dealer, whether by means of third party finance or lending or otherwise, is your 'Owned New Vehicle'.

3.2.3 A new vehicle sold to you by us as part of the Contract is a 'Stock New Vehicle'.

3.2.4 A pre-owned vehicle sold to you by us under the Contract is a 'Stock 2nd Hand Vehicle'.

3.3 Any reference in these Conditions to 'Owned Vehicles' are to vehicles which are described at 3.2.1 and 3.2.2 above.

4. VEHICLE WARRANTIES

4.1 The warranties provided by us in respect of your Vehicle will vary in each case.

4.1.1 Where you bring us an Owned 2nd Hand Vehicle for conversion, we shall only warrant the condition of the Works carried out by us and, save for any damage to it caused by us, we exclude all liability to you for any aspect of an Owned Vehicle's condition, roadworthiness or mechanical condition whatsoever to the fullest extent of the law.

4.1.2 For any Owned New Vehicle, the manufacturer's warranties which will apply to it and if there are any defects in that Vehicle which become apparent within a warranty period you must seek to have those defects remedied by the seller. We will not be responsible for any defects or damage to the Vehicle unless we have caused them.

4.1.3 For any Stock New Vehicle, we undertake to you to provide you with the benefit of those warranties that would apply had you bought the Vehicle brand new from a dealer to the extent that those warranties remain in place following a sale under the Contract. You should be aware that, in the case of a New Stock Vehicle, you will be the second registered keeper after ourselves but we also warrant to you that we will not use the Vehicle for any purpose other than is necessary for the carrying out of the Works to it.

4.1.4 For a Stock 2nd Hand Vehicle, warranties as to the Vehicle's condition, roadworthiness or mechanical condition are excluded to the fullest extent of the law save for those warranties that cannot be excluded in this Contract. The Vehicle is sold with the benefit of a 12 months' warranty in the terms of a third party parts and labour warranty, the details of which will be given to you when the Contract is made.

4.2 In the case of a Stock 2nd Hand Vehicle, we will invite you to examine it before the Contract is made and ask you to confirm that it will be your Vehicle which will be subject to the Contract.

4.3 The carrying out of Works and the goods and fitments used in any vehicle will be subject to separate warranties as set out elsewhere in these Conditions.

4.4 You acknowledge and agree that a Stock 2nd Hand Vehicle has been pre-owned and used. It may previously have had multiple owners and users. We will provide you with information about Stock 2nd Hand Vehicle on request. If you have any questions about the previous use of the Vehicle or have specific requirements we advise you to discuss these with us before placing your Order.

4.5 Any images of a vehicle on our website or which appear in other online advertising are for illustrative purposes only and if the vehicle so advertised is to be the one subject of Contract we do not warrant that the colours in the images as displayed correspond exactly with the colour of the vehicle. Although we have made every effort to display every vehicle accurately, we cannot guarantee that images appearing on your electronic device accurately reflect the appearance of the Vehicle.

5. VEHICLE CONDITION REPORTS

5.1 When we receive your Vehicle in order to start the Works, it will be inspected for visible and cosmetic damage. We will prepare a condition report on your Vehicle as received by us.

5.2 A condition report is not a statement of mechanical fitness of the vehicle and is not an examination of whether your Vehicle is legally usable for use on the public roads of England & Wales. A condition report is simply an examination by us in order to record any visible damage to a vehicle when it comes into our possession.

5.3 Other than as a record of any visible or cosmetic damage obvious on your Vehicle when received by us, we shall have no liability to you for your use (or the use by any other person) of the Condition Report or any information contained within it.

6. VEHICLES IN OUR POSSESSION

6.1 We warrant to you that all vehicles in our possession or under our control shall be insured against theft or damage until delivery.

6.2 Your Owned Vehicle, whilst in our possession or under our control, will continue to belong to you (or your finance provider as may be the case). We shall exercise due care in order to keep your Owned Vehicle safe and secure whilst we carry out the Works and we will not hold ourselves out as owner of it and shall not seek to sell or otherwise dispose of it, or charge, assign or create or permit to arise any lien, encumbrance or adverse claim over it.

6.3 During the continuation of the Contract, should you demand return of your Vehicle, we will deliver it up to you subject to the exercise of our rights arising under clause 8 as though the Works were part completed.

6.4 We undertake not to use any Owned Vehicle for any hire or reward or any journey or travel on any public roads unless the same is necessary for the carrying out of our obligations under the Contract between us.

6.5 Other than in the case of an Owned Vehicle, AC13 Premier Ltd shall retain title in any Stock New Vehicle or Stock 2nd Hand Vehicle until such time as the Price has been paid in full or we have otherwise made an agreement in writing for the passing of title to the vehicle.

7. BUILD SLOTS FOR CARRYING OUT WORKS

7.1 Your Build Slot is allocated based on our understanding of the following at the time we make the Contract with you:

- (a) the availability of your Vehicle in order that we can carry out the Works on it; and
- (b) the nature of the Works and the fitments that are required to be ordered or made for use in the Works.

For the purpose of our Contract with you, time for carrying out the Works shall not be off the essence of the Contract unless that is explicitly confirmed in the Order Confirmation.

7.2 You must be prepared to leave the Vehicle with us for the duration of the Works. If you require possession of the Vehicle during the carrying out of the Works, the provisions of clause 8 will apply.

7.3 Although we will usually provide the anticipated dates of your Build Slot in our Order Confirmation, if there is information that we do not have at that time, we shall notify you as soon as possible after the Order Confirmation as to the dates of your Build Slot.

7.4 We do not warrant that the Built Slot, once allocated, will not change as there are many factors affecting vehicles and the Works which are matters beyond our control. Those matters may even change after the date of the Contract. For that reason and without liability to you, we reserve the right to alter the dates of your Build Slot so that the start date of the amended Build Slot may be put back to start on a date no later than the date upon which the first allocated Build Slot was to have finished (the 'Long Stop Date').

7.5 Should the Build Slot be amended to a period commencing after the Long Stop Date, you may cancel the Contract by giving us notice in writing, such notice being conditional upon first paying the Termination Fees.

8. TAKING POSSESSION OF THE VEHICLE

8.1 If you require the return of the Vehicle when the Works are part completed, the provisions of this clause 8 will apply.

8.2 Where the Works are not finished and we are not in breach of the Contract, unless otherwise agreed between us in writing, on receipt of your request we shall stop carrying out the Works and will not order any further goods or fitments for use in the Works.

8.3 Whether the Works are complete or not, we may, at our discretion and before releasing the Vehicle to you:

- (a) require payment of the Termination Fees;
- (b) set a new Build Slot in order to complete any Works that may be outstanding;
- (c) terminate the Contract, effective from the date of upon which we have notified you that payment under this clause is required.

8.3 On payment of any sums required to be paid under this clause, we will notify you that the Vehicle is available for you to collect from our premises. If we are to deliver the Vehicle to you then a delivery charge will be required to be paid in advance.

8.4 In all cases we reserve the right to charge for storage if the Vehicle is not collected or delivered within 7 days of receipt of any payment we have required under this clause or on payment of the final Contract Price as appropriate.

9. CHANGES TO THE CONTRACT

9.1 We may revise these Conditions from time to time following changes in relevant laws and regulatory requirements or as agreed between us.

9.2 If we have to revise these Conditions under clause 9.1 during the continuation of a Contract, we will give you as much notice as is reasonably possible of any changes before they take effect. If there are changes made to these Conditions, you can choose to cancel the Contract in accordance with clause 15 'Cancellation of the Contract'.

9.3 If, following the making of a Contract, you wish to make any changes to the Works, without liability to you, we reserve the right:

- (a) to increase the Price payable for any extra Works that are required;
- (b) to adjust the Build Slot by no longer than the Long Stop Date;
- (c) where the Works require the ordering of extra goods or fitments not previously contemplated by us, to suspend the Build Slot and to restart it as soon as possible following the date of delivery of those extra goods or fitments (or final date of delivery if delivery is in instalments);
- (d) to decline to amend the Contract.

9.4 Any increase in the Price under this clause shall be calculated in line with our reasonable estimate of the extra time needed to provide the extra Works at our then current labour rates, together with the cost of any goods or fitments required. We may then agree that those extra Works need not be done and the Contract shall continue without variation or we may agree to amend the Contract by confirming in writing the changes to the Order.

10. DELIVERY AND SIGN OFF

10.1 Risk in your Vehicle will pass to you on 'Handover' (collection or delivery).

10.2 Please note that Handover will usually take place towards the end of the Build Slot. We will not be obliged to make your Vehicle available for Handover if any sums due for payment under the terms of the Contract remain outstanding.

10.3 We will contact you with an estimated date for Handover as soon as the date for completion of the Works becomes reasonably foreseeable. At the time of Handover or at an agreed appointment prior to Handover, we will invite you to inspect the Vehicle and the Works (the 'Inspection Visit'). If you are satisfied that the Works have been satisfactorily carried out we will ask you to sign off a completion form ('Sign Off') and to make any final payment that remains to be paid under our Contract (if any) before Handover.

10.4 Handover shall take place on the collection of your Vehicle from our premises unless we have agreed some other arrangements. You can collect it from us at any time during our working hours of 08:30 to 17:30 on each day other than Saturdays, Sundays and official public holidays in England & Wales.

10.5 Where it is agreed that a third party should collect your Vehicle on your behalf for transport to a pre-arranged location, Handover will take place on the collection of your Vehicle from our premises by that party.

10.6 If we agree to take your Vehicle to premises advised by you, Handover shall take place on arrival at that premises.

10.7 Following Handover, if your Vehicle is not collected from our premises within 5 working days from the date that we informed you that it was available for collection, we reserve the right to charge for the storage of your Vehicle at a market rate for storage. Storage charges will accrue daily until delivery.

11. PRICE OF WORKS, VEHICLE AND DEPOSIT

11.1 We take all reasonable care to ensure that the Price for the Works is correct at the time of your Order. The Price payable for the Vehicle will be as set out in the Order Confirmation unless that Price is altered upon our agreement for a change in any specification or configuration of the Works or the Vehicle whereas the Order Confirmation will be revised and reissued to reflect that alteration.

11.2 Where applicable and if noted on the Order, the Price includes a deposit ("Deposit") which reserves the Build Slot for the Works to be carried out on the Vehicle. We will not accept your Order until we have received the Deposit in full in cleared funds. If you continue with the purchase of the Works, the Deposit will form part of the Price.

11.3 Prior to the start of the Build Slot, we may ask you to pay a further proportion of the Price as agreed in the Order (the 'Interim Payment'). This Interim Payment allows us to order the necessary goods and fitments that are required for your Vehicle's Works. In default of such payment, we shall not be obliged to commence the Works and any Build Slot will be extended by the period of non-payment without liability to you.

11.4 If, prior to the commencement of any Works you decide to cancel the Contract as permitted by these Conditions for any reason, if a Deposit was paid we will refund it to you in the same way that it was paid to us. A refund will be paid within 14 days from the day on which you notified us of your decision not to go ahead or the day on which we received notice of the cancellation.

11.5 The Price does not include the cost of any transportation of the Vehicle away from our premises.

11.6 The Price and any additional costs include VAT (where applicable) at the applicable current rate chargeable in the United Kingdom for the time being. If the rate of VAT changes between the date of our Order Confirmation and the date of delivery, we will adjust the VAT you pay, other than on any amounts you have already paid for the Vehicle before the change in VAT takes effect.

12. PAYMENT

12.1 You may choose to pay the Price of the Vehicle and Works direct or you may use a third party finance provider. Please note that our business policy is that under any single Contract we will not accept payment by cash in a total amount exceeding £5,000 in cash. If you insist on making such payments in excess of that amount we may reject the payment and terminate the Contract immediately without liability to you.

12.2 Payments will fall due in accordance with the terms for payment in the Order Confirmation.

12.3 Subject to clause 12.4, if you do not make payment to us by the due dates as set out in the Order Confirmation, we may:

- (a) withhold Handover of the Vehicle;
- (b) charge you interest on the Price at the rate of 2% above the base lending rate of the Bank of England from time to time accruing on a daily basis from the due date for payment until the date of actual payment, whether before or after judgement; or
- (c) terminate the Contract by giving you written notice.

12.4 If you fail to make any payment which is designated as a payment for a Stock Vehicle, we shall be at liberty to treat the Contract as repudiated by you and any Deposit shall be forfeited without prejudice to our right to recover from you by way of damages any loss or expense which we may suffer or incur by reason of your default.

13. CONSUMER RIGHTS - WORKS

13.1 If, following the Inspection Visit, the Works are said not to be of satisfactory quality, we will endeavour to remedy any minor snagging issues before Handover if possible.

13.2 The duration of any remedial work will be dictated by whether any goods or fitments are required for the purpose of carrying out the remedy and consideration of the anticipated labour time. If we do not hold the necessary parts in stock on our premises, we reserve the right to extend the Build Slot by a period equal to the anticipated time for delivery of the goods or fitments together with the estimated time for the necessary labour to carry out the remedial work. The date for Handover will therefore have been extended.

13.3 If, during the Inspection Visit, you wish to change any specification or configuration in the Works, as soon as we are reasonably able to, we will provide you with an estimate of cost and the length of time for the change to the Works. You may then accept the proposal and the Contract will be deemed amended to include the changed Works and an extension (as estimated) to the Build Slot. If no agreement can be made on the proposal for the changed Works, our responsibility under the Contract will continue to be to deliver the Works as previously agreed.

13.4 If there is any complaint that the Works have not been carried out as described, or are not fit for purpose or are not of satisfactory quality, during the expected life of the Works done to your Vehicle the Consumer Rights Act 2015 entitles you to the following:

- (a) up to 30 days after Handover of the Vehicle, if the Works are faulty or not as described you can get an immediate refund or request that the Works are repaired or redone;
- (b) from 30 days following delivery of the Vehicle and up to 6 months thereafter if the Works are faulty or not as described and we are unable to repair or replace the faulty goods or fitments then you will be entitled to a refund or a Price reduction in most cases; or
- (c) from 6 months, if the Works have not lasted a reasonable length of time given their nature you may be entitled to a partial refund provided that the Vehicle has been used reasonably, maintained appropriately and has not been the subject of any damage.

13.5 PLEASE NOTE that any alterations or additions, any additions or damage to the Works (unless caused by our negligence) may invalidate your consumer rights and any applicable warranty given under clause 4.

13.6 All of the Works are necessarily bespoke to your Vehicle. At the time of making the Contract we will ask you to confirm in writing that we should commence the Works in accordance with the Contract. If you have done so and the Contract is cancelled or terminated for any reason and Works have been commenced, we shall be entitled to recover a proportion of the overall Price as reflects the amount of Works by then carried out (including goods or fitments bought by us for use in the Works).

13.7 If you wish to exercise your legal rights to reject the Works because of any fault or lack of conformity to description, you must return the Vehicle to our premises, together with all keys and documentation, or allow us to collect it from you at your cost. Please call us on 01156 488 550 or email us at sales@ac13.co.uk to arrange collection. If the rejection of the Vehicle is made after the commencement of the Works, clause 13.7 will apply.

14. CONSUMER RIGHTS - VEHICLES

14.1 As a consumer, you also have legal rights in relation to your Vehicle if it is a Stock Vehicle which is faulty, not of satisfactory quality or not as described. Any warranties on the Vehicle are without prejudice to these consumer rights. These legal rights are not affected by your right of return and refund or anything else in these Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14.2 The Consumer Rights Act 2015 says all goods must be as described, fit for purpose and of satisfactory quality. Other than for ageing, fair wear and tear and blemishes that may be expected on your Vehicle, being a Stock Vehicle, during the expected life of that Vehicle your legal rights entitle you to the following:

- (a) up to 30 days after delivery of the Vehicle, if the Vehicle is faulty or not as described you can get an immediate refund or request that the Works are repaired or replaced;
- (b) from 30 days following delivery of the Vehicle and up to 6 months thereafter if it is faulty or not as described and we are unable to repair or replace the Vehicle then you will be entitled to a refund or a Price reduction in most cases; or
- (c) from 6 months, if the Vehicle Works have not lasted a reasonable length of time, you may be entitled to a partial refund provided that the Vehicle has been used reasonably, maintained appropriately and has not been the subject of any damage.

14.3 If you wish to exercise your legal rights to reject the Vehicle (as distinct from the Works) because of any fault or lack of conformity to description, you must either return it to our premises, together with all keys and documentation, or allow us to collect it from you at your cost. Please call us on 01156 488 550 or email us at sales@ac13.co.uk to arrange collection. If the rejection of the Vehicle is made after the commencement of the Works, clause 13.7 will apply.

14.4 PLEASE NOTE that any alterations, additions or damage to the Works (unless caused by our negligence) may invalidate your consumer rights and any applicable warranty given under clause 4.

15. CANCELLATION OF THE CONTRACT

15.1 You may cancel an Order at any time before we issue an Order Acceptance. If you have paid a Deposit, it will be refunded as soon as possible but no later than 30 days.

15.2 If we miss the stated delivery deadline for the Vehicle or Works then you may cancel the Contract straight away if either of the following apply:

- (a) we have refused to make the Vehicle available for Handover;

(b) Handover within the delivery deadline was essential (taking into account all the relevant circumstances and you told us before we accepted the Order that delivery within the delivery deadline was essential).

15.3 If you do not wish to cancel your Order straight away as permitted by clause 15.2, or do not have the right to do so, you can give us a new deadline for Handover, which must be reasonable, and you can cancel if your Order if we do not meet the new deadline.

15.4 To cancel a Contract, you should contact us using the published email address and make clear in your message that you wish to cancel the Contract. You should clearly identify the Vehicle that is subject of the Contract.

15.5 You can cancel your Contract with us at any point before commencement of the Works unless the Contract includes the purchase of a Sourced Vehicle. You may cancel a Contract for a Sourced Vehicle but if we have purchased the Sourced Vehicle for you following the making of payment in full for it, the Vehicle will become your property on cancellation unless you properly exercise a right of rejection under clause 14.

15.6 Where you have cancelled a Contract and the Vehicle concerned is an Owned Vehicle, the Deposit will be non-refundable.

15.7 If you exercise your legal right to reject the Vehicle in accordance with clause 14 and ask for a refund we will:

(a) refund to you the Price you paid for the Vehicle; and

(b) make any refund due to you as soon as possible and in any event within 14 days after the day on which the Vehicle is returned to us.

15.8 Where a refund is to be paid under 15.6 above, please note that we are permitted by law to reduce the amount of the refund to reflect any reduction in the value of the Vehicle since your purchase. We may make a deduction from the refund for loss in value of the Vehicle based on any additional mileage travelled since delivery.

15.9 No refunds will be paid in cash.

15.10 If you direct us to settle your finance (if applicable) on the Vehicle, we will refund the required sum (providing the refund is sufficient for this purpose) and return to you any surplus funds.

16. LIMITATION OF LIABILITY

16.1 Nothing in these Conditions shall limit or exclude our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of any terms implied by section 12 of the Sale of Goods Act 1979;

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 If we breach the Contract, we are responsible for loss or damage you suffer that is a direct loss, a foreseeable result or when we have failed to use reasonable care and skill, but we are not responsible for any loss or damage that was not foreseeable at the time of contracting. Loss or damage is foreseeable if either it is obvious that the thing would happen or if, at the time the Contract was made, both parties knew it might happen.

16.3 As you are a consumer, we sell the Vehicle to you for domestic and private use. If you use the Vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or for any consequential loss of any description.

17. FINANCING

17.1 Notwithstanding other provisions of the Contract, you may have arranged finance through a third party to make the purchase of the Vehicle. We shall retain title to the Vehicle until such time as the total indebtedness to us for the Vehicle shall have been paid to us in full.

17.2 While we remain the owner of the Vehicle we may for the purpose of collecting it enter upon the premises where they are stored or where they are reasonably thought to be stored and may repossess the same;

18. GENERAL

18.1 Any notice required or permitted to be given by one of the parties to the other under these Conditions shall be in writing and shall be delivered by hand or sent recorded delivery post to the

address of the addressee set out in the Order or to such address that the addressee may have from time to time notified for the purposes of this clause.

18.2 We may at any time, without limiting any other rights and remedies that we may have, set off any amount owing to us by you against any amount payable by us to you.

18.3 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.

18.4 If any provision or part of any provision of these Conditions is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from these Conditions and the remaining provisions or parts of the provision shall continue to full force and effect.

18.5 These terms are governed by English Law and the parties agree to the exclusive jurisdiction of the English courts.

18.6 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.

18.7 So far as permissible under the law, these Conditions apply to the exclusion of any other terms which are implied by trade, custom, practice or course of dealing.

AC13 Premier is the trading name of AC13 Premier Limited, company registration number 07035054.

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