

Wakefield Road, BARNSELY
South Yorkshire S71 1NF
Tel: 01226 732732
Fax: 01226 732867
E-mail: ford@trustford.co.uk
trustford.co.uk

Please make payments to:

Bank Details: Sort Code: 40-02-50 Account No: 91370766

NEW VEHICLE INVOICE

Invoice to:

Lex Autolease Limited
Heathside Park
Heathside Park Road
Stockport

T03297
SK3 0RB

Deliver to:

Andy Sibthorp
92 Oxford Crescent
Clacton On Sea
Essex

CO15 3PZ

Page: 1

Order No.	Order date	Salesman	Delivery date	Stockbook No.	Sale Type	Invoice No.	Tax Point
LG/190320/LE		jova	29/05/2020	285041	F	268926	29/05/2020

Vehicle : .Transit Courier Trend 1.0 Pe Colour : Solid - Frozen white Registration No. : YR20FKS
Chassis No. : WF0WXXTACWKJ76494 Trim : Cloth Registration Date : 29/05/2020
Engine No. : KJ76494 Comm. Number :

Description	Value	V	VAT	Total
Vehicle price	13845.00	S	2769.00	16614.00
Delivery	475.54	S	95.11	570.65
Solid - Frozen white	0.00	S	0.00	0.00
New Vehicle Discount	-1126.83	C	-225.37	-1352.20
Ford Terms	-3322.80	C	-664.56	-3987.36
PLY LINE	70.00	S	14.00	84.00
12 Mths RFL Commercial	260.00	O	0.00	260.00
First Registration Fee	55.00	O	0.00	55.00

10255.91

1988.18

12244.09

STATEMENT/SUMMARY

Invoice total	12244.09				
Deposit Received	0.00	Dep.Ref.	0 /	0 /	0
NET TOTAL DUE	12244.09				

Due from:

Lex Autolease Limited 12244.09 Sales Acc: L00218

INVOICE TOTAL Inc. VAT 12244.09

Sellers Declaration Input tax deduction has not been and will not be claimed, by me in respect of the goods sold on this invoice.

Sign..... Date.....

Customer Declaration I certify that I am the buyer of the vehicle detailed on this invoice at the price shown.

Sign..... Date.....

E. & O. E.

We always aim to drive the standard in customer care. Please tell us how we've done via our facebook page



TrustFordUK

TERMS & CONDITIONS: SALE OF NEW AND USED VEHICLES

In these terms and conditions:

"Seller" means Ford Retail Limited; "Buyer" means the buyer of the vehicle;

"Manufacturer" means the manufacturer of the vehicle the subject of this agreement.

1 Delivery

- 1.1 The Seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the date of delivery and shall not be liable for any damages or claims of any kind in respect of delay in delivery. (The Seller shall not be obliged to fulfill orders in the sequence in which they are placed). If the Seller shall fail to deliver the goods within 21 days of the estimated date of delivery stated in this contract the Buyer may by notice in writing to the seller require delivery of the goods within 7 days of receipt of such notice. If the goods shall not be delivered to the Buyer within the said 7 days the Buyer shall be entitled to cancel the contract.

2 Warranty and Liability

- 2.1 If the goods to be supplied by the Seller are **new**:

- 2.1.1 this agreement and the delivery of the goods shall be subject to any terms and conditions which the Manufacturer may from time to time lawfully attach to the supply of the goods or the resale of such goods by the Seller and the Seller shall not be liable for any failure to deliver the goods occasioned by his inability to obtain them from the Manufacturer or by his compliance with such terms or conditions. A copy of the terms and conditions currently so attached by the Manufacturer may be inspected at the Seller's office;

- 2.1.2 the Seller undertakes that he will ensure that the pre-delivery work specified by the Manufacturer is performed and that he will use his best endeavours to obtain for the Buyer from the Manufacturer the benefit of any warranty or guarantee given by him to the Seller or to the Buyer in respect of the goods; and

- 2.1.3 save where a Buyer is acting as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all statements, conditions or warranties as to the quality of the goods or their fitness for any particular purpose whether express or implied by law or otherwise are hereby expressly excluded.

- 2.2 If the goods supplied by the Seller are **used**, all conditions, warranties, stipulations or other statements, whether express or implied by statute, or otherwise relating directly or indirectly to the fitness for purpose, performance, use or quality of the used goods are hereby expressly excluded.

- 2.3 The Seller will not be liable for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside its reasonable control.

- 2.4 The Seller shall not be responsible for any indirect or consequential loss, lost business opportunity or lost profits of any kind.

- 2.5 The Seller's entire aggregate liability for all and any claims under these terms shall not exceed the purchase price of the vehicle.

3 Price & Part Exchanges

- 3.1 Notwithstanding the sum for Value Added Tax specified in the order of the sum payable by the Buyer in respect thereof shall be such sum as the Seller becomes legally liable for at the time the taxable supply occurs;

- 3.2 Where the Seller agrees to allow part of the price of the goods to be discharged by the Buyer delivering a used motor vehicle to the Seller such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed to be given and received and such used vehicle is hereby agreed to be delivered and accepted as part of the sale and purchase of the goods and upon the following conditions:

- 3.2.1 that such used vehicle is the absolute property of the Buyer 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 the Seller, in which case the allowance shall be reduced by the amount required to be paid by the Seller in settlement thereof;

- 3.2.2 that if the Seller has examined the said used vehicle prior to his confirmation and acceptance of this order, the said used vehicle shall be delivered to him in the same condition as at the date of such examination (fair wear and tear excepted);

- 3.2.3 that such used vehicle shall be delivered to the Seller on or before delivery of the goods to be supplied by him hereunder, and the property in the said used vehicle shall thereupon pass to the Seller absolutely;

- 3.2.4 that without prejudice to clause 3.3.3 above such used vehicles shall be delivered to the Seller within 14 days of notification to the Buyer that the goods to be supplied by the Seller have been completed for delivery;

- 3.2.5 that if the goods to be delivered by the Seller through no default on the part of the Seller shall not be delivered to the Buyer within 30 days after the date of this order or the estimated delivery date where that is later, the allowance on the said used vehicle shall be subject to reduction by an amount not exceeding 2.5% for each completed period of 30 days from the date of the expiry of the first mentioned 30 days to the date of delivery to the Buyer of the goods.

- 3.3 In the event of the non-fulfilment of any of the foregoing conditions other than clause 3.2.5, the Seller shall be discharged from any obligation to accept the said used vehicle or to make any allowance in respect thereof and the Buyer shall discharge in cash the full price of the goods to be supplied by the Seller.

4 Cancellation

- 4.1 If the contact is cancelled under the provisions of clauses 1 or 2 hereof the deposit shall be returned to the Buyer and the Seller shall be under no further liability.

- 4.2 If the Buyer shall fail to take and pay for the goods within 14 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Buyer and thereupon the deposit shall be forfeited without prejudice to the Seller's right to recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Buyer's default.

5 Ownership and Risk

- 5.1 Notwithstanding the provisions of this agreement the Buyer shall be at liberty before the expiry of 7 days after notification to him that the goods are available for delivery to arrange for a finance company to purchase the goods from the Seller at the price payable hereunder. Upon the purchase of the goods by such finance company, the preceding clauses of this agreement shall cease to have effect save in relation to any used vehicle for which an allowance was thereunder agreed to be made to the Buyer shall be bought by the Seller at a price equal to such allowance upon the conditions set forth in clause 3 above (save that in 3.3.3, 3.3.4 and 3.3.5 all references to

"delivery or delivered" in relation to the goods shall be construed as meaning delivery or delivered by the Seller to or to the order of the finance company) and the Seller shall be accountable to the finance company on behalf of the Buyer for the said price and any deposit paid by him under this agreement.

- 5.2 The acceptance by the Seller of any orders for goods shall constitute an agreement to sell the goods and not be a sale of them and no title to the said goods shall pass to the Buyer by reason of delivery or acceptance of the same.

- 5.3 The Seller shall remain the full and absolute owner of the goods until such time as the total indebtedness of the Buyer to the Seller (whether due under this contract or any other contract and whether paid in money or money and ownership of a vehicle is free from encumbrances if part exchange has been agreed) shall have been paid to the Seller by the Buyer in full.

- 5.4 Goods subject to any agreement by the Seller to sell shall be at risk of the Buyer as soon as they are delivered or handed over to the Buyer or otherwise to his order.

- 5.5 The Buyer's right to possession of the goods while monies remain due from the Buyer to the Seller shall cease at whichever is the earliest of the following dates:

- 5.5.1 The Buyer, (being a company) making any voluntary arrangement with its creditors, or an application is made or a person becomes entitled to appoint an administrator, administrative receiver or receiver or goes into liquidation (other than for an amalgamation or reconstruction) or (being an individual) becomes bankrupt; or

- 5.5.2 An encumbrancer taking possession of or a receiver being appointed over any of the property or assets of the Buyer; or

- 5.5.3 The Buyer ceasing, or threatens to cease, to carry on business or is unable to pay its debts as they fall due; or

- 5.5.4 The Seller, reasonably apprehending that any of the events mentioned above is about to occur to the Buyer and notifies the Buyer accordingly; or

- 5.5.5 The Buyer taking any similar action in consequence of debt.

- 5.6 The Buyer shall not apply to the Court for the appointment of an administrator without giving 14 days notice to the Seller. From the date of the said notice, the Buyer shall not be entitled to remain in possession of any of the Seller's goods. The appointment of an administrator, without the aforesaid notice shall be deemed to be a fundamental breach of contract.

- 5.7 While the Seller remains the owner of the vehicle:

- 5.7.1 (save in relation to a Buyer situated in Northern Ireland) the Seller may for the purpose of collecting its goods enter upon the premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

- 5.7.2 the Buyer shall be at liberty to sell the Seller's goods at any price not less than the price agreed between the Seller and the Buyer. If he sells on his own account he shall sell as agent and bailee of the Seller in law and in equity and shall hold the proceeds thereof in trust for the Seller and shall not mingle the proceeds with other monies and shall not pay the cheque or cash therefore into an overdrawn bank account. He shall open a fiduciary account with his banker and advise them that he holds the entire proceeds of sale to a sub-Buyer as trustee of the Seller and that not until the payment to the Seller of the total indebtedness of the Buyer to the Seller shall he be entitled to transfer any profits thereof to any other accounts. The Seller shall be entitled to transfer any profits thereof to any other accounts. The Seller shall be entitled to any interest earned on the fiduciary account.

- 5.7.3 The Buyer shall be at liberty to hire out or otherwise deal with the Seller's goods but he may only do so as agent and bailee of the Seller in law and in equity. Any proceeds or monies received will be held on the same terms that apply for the holding of sale proceeds under clause 5.7.2.

- 5.7.4 If a receiver is appointed to the Buyer and at the time thereof the Buyer shall not have received the proceeds of sale, the Buyer or the receiver, as agent for the Buyer shall assign to the Seller within 7 days all rights against the person to persons to whom the goods have been sold or to whom any interest in the goods has been granted.

6 Subcontracting

- 6.1 If the Buyer has chosen to use a subcontractor to supply goods and/or services in connection with this order, then the Seller does not make or give any representation, condition or warranty about the quality, fitness or correspondence with description of such goods and services and all such representations, conditions and warranties whether express or implied by law are excluded; and no liability except for death or personal injury resulting from the negligence of the Seller will attach to the Seller in contract or tort for loss, injury or damage sustained by reason of any defect in the goods or services whether latent or apparent and however caused.

7 General

- 7.1 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 this Agreement or to such address that the addressee may have from time to time notified for the purposes of this clause. Notices may not be validly served by electronic mail.

- 7.2 The Seller may at any time, without limiting any other rights and remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

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

- 7.4 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.

- 7.5 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 or the provision shall continue to full force and effect.

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

- 7.7 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.