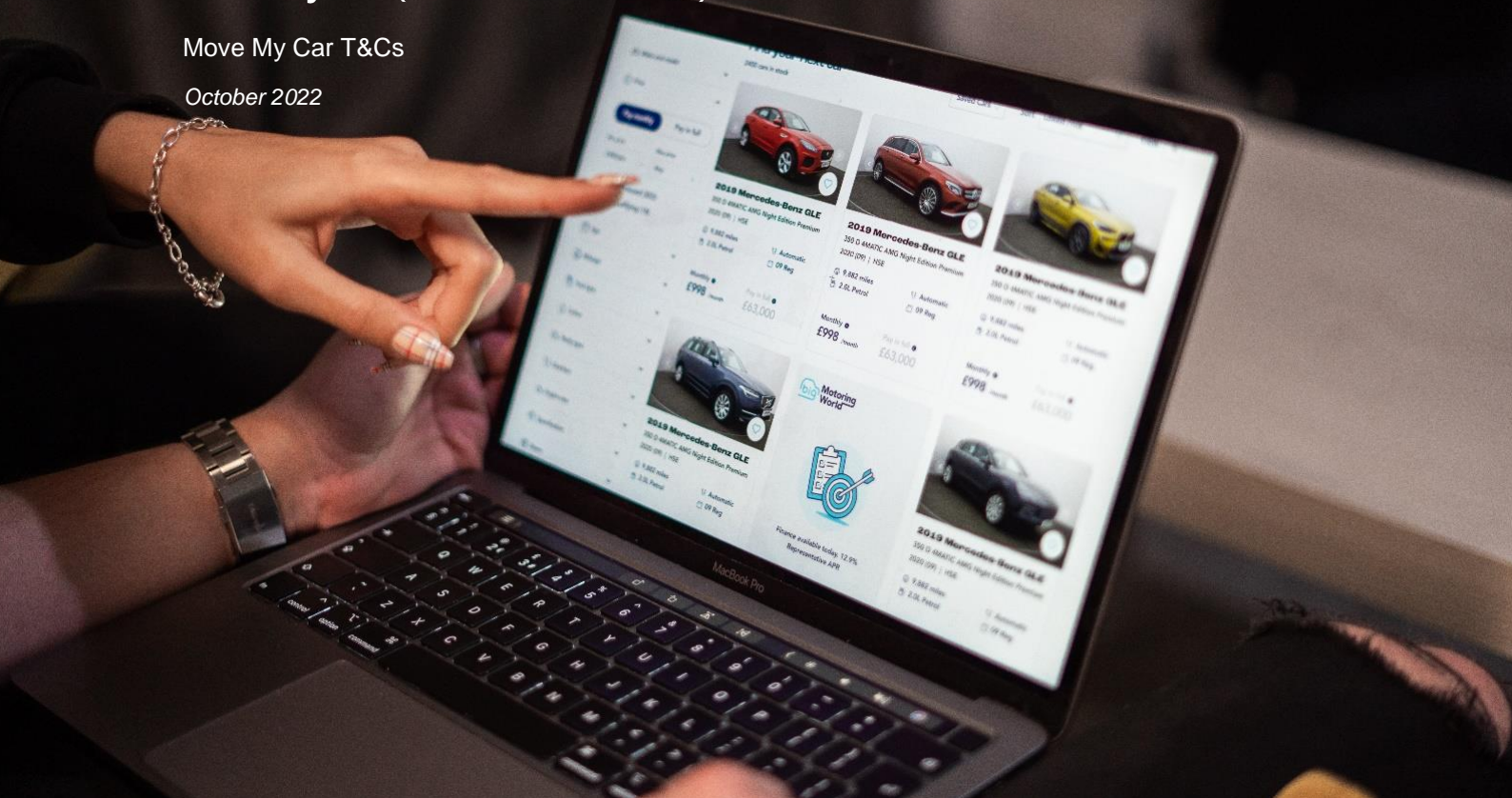


Move My Car (“Vehicle Transfer”) Terms & Conditions

Move My Car T&Cs

October 2022



Move My Car Terms & Conditions

These vehicle transfer (“Vehicle Transfer”) Terms and Conditions (“Terms”) will apply to any ‘Move My Car’ Vehicle Transfer requests you make with us over the telephone and online (the “Contract”). Please read these Terms carefully and make sure that you understand them before requesting a Vehicle Transfer. Please note that before making a Vehicle Transfer you will be asked to confirm you have read and accept these Terms. If you refuse to accept these Terms, you will not be able to transfer a vehicle. These Terms relate to the transfer of a vehicle (the “Vehicle”) only and no obligation to purchase or sell the Vehicle is created by entering into a Contract based on them. We amend these Terms from time to time as set out in Condition 9.4. Each time you wish to transfer a vehicle, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in October 2022.

1. Information about us

1.1 We are Bapchild Motoring World (Kent) Ltd, a company registered in England and Wales with company number 04742605 and with our registered office at Lakeside services, Sturry Road, Canterbury, Kent, CT1 1DS. Our VAT number is 812 457 050.

1.2 Our website is www.bigmotoringworld.co.uk (the “Site”).



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2. How the Contract is formed between you and us

2.1 When you request a Vehicle Transfer over the telephone or online you are offering to reserve the specific vehicle described in your request and move this vehicle to another Big Motoring World dealership in exchange for the Transfer Fee, subject to these Terms.

2.2 We may acknowledge your Vehicle Transfer request has been received but this does not constitute acceptance of your Vehicle Transfer. We will notify you by telephone and then confirm by email that we accept your Vehicle Transfer once we have received the Transfer Fee in cleared funds.

2.3 These Terms shall become binding:

(a) Upon our confirming that we have accepted your Vehicle Transfer; and

(b) Following our confirmation of receipt of the Transfer Fee having been made payable to us in cleared funds;

at which point a "Contract" shall come into existence between you and us in accordance with clause 2.4.

2.4 Any Vehicle Transfer you request is subject to acceptance by us. Once we have received your Transfer Fee in cleared funds, your Vehicle Transfer is deemed to be accepted when we confirm by telephone or email that we have accepted it. We may choose not to accept a Vehicle Transfer for any reason and will not be liable to you or anyone else in those circumstances.

2.5 All Vehicle Transfers will be subject to the stock that we hold, and are made on a first-come first-served basis. Whilst we endeavour to keep the Site as up-to-date as possible, we cannot guarantee that all vehicles displayed on the Site or in our showrooms will be available to be transferred.

3. Transfer Fee

3.1 In order to make a Vehicle Transfer you are required to pay a fee of £99 (the "Transfer Fee"). We will not action your Vehicle Transfer until we have received the Transfer Fee in cleared funds.

3.2 The Transfer Fee can be only paid by debit card.

3.3 If you decide not to purchase the Vehicle you will not be eligible for a refund of your Transfer Fee.

3.4 If you decide to purchase the Vehicle, you agree that we will retain the Transfer Fee as a part payment towards the purchase price of the vehicle.

3.5 The Transfer Fee may change from time to time, but changes will not affect any Vehicle Transfer you have already made.

3.6 The Transfer Fee includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom.

3.7 The Transfer Fee can be ported to another vehicle advertised for sale at the receiving branch, should you decide to buy another vehicle within **10 days** of when your Transfer fee was paid, thus reducing the cost by the value of the Transfer Fee (£99). The Transfer Fee cannot however be ported against another vehicle advertised at another branch.

3.8 The transfer facility is offered as a means of allowing a convenient vehicle viewing appointment and/or test drive. The Transfer Fee is only payable prior to a physical viewing of a vehicle.

3.9 Only one Transfer Fee can be placed per customer at any one time against a single Vehicle.



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4. Vehicle Transfers

4.1 You may only make a Vehicle Transfer if you hold a valid driving licence which permits you to drive in the UK.

4.2 We will reserve the Vehicle for you until a date agreed by us and you for you to inspect the Vehicle ("Inspection Date"), unless you cancel the reservation or inform us that you do not wish to purchase the Vehicle before the Inspection Date, at which point we will stop reserving the Vehicle for you and refund you the Transfer Fee.

4.3 On the Inspection Date you may inspect the Vehicle at the showroom agreed by you and us during the hours and on the days for which the showroom is open for business, provided that you have given us notice of your intention to do so **24 hours** in advance by email or telephone, and following our acknowledgement and acceptance of your request.

4.4 If you do not inspect the Vehicle on or before the Inspection Date we will contact you to confirm whether you wish to arrange a new Inspection Date. If you do not respond within **5 days** we will cancel the reservation and no refund will be provided for the Transfer Fee.

4.5 Once we have accepted your Vehicle Transfer in accordance with Condition 2.4 above, the Vehicle will be transported to your requested Big Motoring World dealership, but will remain displayed on the Site or in a showroom but will not be used in any demonstration or test-drive, other than on the Inspection Date where requested by you in advance, unless the transfer is cancelled or you notify us that you do not wish to purchase the Vehicle.

4.6 The images on our Site are for illustrative purposes only. Although we have made every effort to ensure the images are an accurate representation of the vehicle, we cannot guarantee that your computer's display accurately reflects the appearance of the Vehicle.

4.7 This Contract is not a contract for the sale of the Vehicle or an offer to sell you the Vehicle at a specific price. You are not obliged to purchase the Vehicle and we are not obliged to accept any offer you make to purchase the Vehicle.

5. Cancelling a Vehicle Transfer

5.1 To cancel a Vehicle Transfer, you just need to let us know that you have decided to cancel. You can do this by contacting one of our Call Centre Agents either via telephone or email. If you are cancelling you will need to provide your reservation number, name and the Vehicle you have reserved to help us to identify you.

5.2 If you cancel the reservation we will not be liable to refund you the Transfer Fee except for circumstances in which the commencement of the vehicle transfer is yet to take place.

5.3 We may cancel the Vehicle Transfer for any reason, including but not limited to circumstances where:

- (a) we have reason to believe you do not intend to or are unable to, purchase the Vehicle; or
- (b) you have reserved or attempted to reserve a number of vehicles which we believe to be unreasonable at the same time or have done so in the past;
- (c) we believe the Vehicle does not meet any of the specific requirements which you may have notified us of; or
- (d) we believe that the Vehicle will not be suitable for sale.



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5.4 If, for any of the reasons listed above, we decide to cancel your Vehicle Transfer, you will be eligible to a refund of the Transfer Fee.

6. Our liability

6.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

6.2 You agree that your Vehicle Transfer is not for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. Events outside of our control

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event which is beyond our reasonable control (an "Event Outside of Our Control").

7.2 If an Event Outside of Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will notify you as soon as reasonably possible; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended until such time as our normal operations resume. Where the Event Outside of Our Control affects the Inspection Date we will arrange a new Inspection Date with you.

7.3 You may cancel the Contract if it is affected by an Event Outside of Our Control which has caused delay for in excess of 14 days, in which case we will refund you the Transfer Fee.

8. The Vehicle

8.1 The Vehicle may previously have been used as a lease or rental vehicle or have had multiple users. We will provide you with any information about the Vehicle on request so 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 Vehicle Transfer request.

8.2 The images of the Vehicle on our Site are for illustrative purposes only. Although we have made every effort to display the Vehicle accurately, we cannot guarantee that your computer's display accurately reflects the appearance of the Vehicle.

9. Other important terms

9.1 These Terms (and any documents we expressly refer to within them) constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the subject matter.



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9.2 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms (and any documents we expressly refer to within them).

9.3 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

9.4 We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated. Every time you request a Vehicle Transfer, the Terms in force at the time of your order will apply to the Contract between you and us.

9.5 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights under these Terms.

9.6 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing in advance.

9.7 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise save for circumstances as detailed in clause 9.6 above.

9.8 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

9.9 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.10 Please note that these Terms are governed by English law. This means the Contract and any dispute or claim arising out of or in connection with it will be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts. Where you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and where you are a resident of Scotland, you may also bring proceedings in Scotland.

