

Lawrence of Kemnay Online Sales Terms and Conditions

These Terms and Conditions (“Terms”) describe the rights and responsibilities of you and us in relation to your purchase of a vehicle through this website. Please read them carefully as they represent a legally binding agreement between you and us (and the finance company if you buy on finance). Any purchase of a vehicle on this website is subject to these Terms. The contract between us is concluded in English.

Ordering your car online

On our website you can search our range of used vehicles. Once you have made your choice, you can pay for your car outright, or finance it by applying for a finance package online. You can part-exchange your existing vehicle and put the money towards the deposit for your new car. There is also an option to reserve a car for up to 48 hours by paying a fully refundable reservation fee on it.

The prices displayed on our site are inclusive of VAT unless otherwise stated.

At the beginning of the order process, you will be asked to confirm your preferred payment method PCP (Personal Contract Purchase), HP (Hire Purchase), Pay in Full or Reservation Fee. Once you have selected your car, you will then receive a quote based on your preferred payment method (but you can also choose to review quotes for other methods).

If you decide to proceed with your purchase and you have decided to pay in full, you will be asked to put in your personal and payment card details to complete the process (see the ‘Paying in Full’ section below).

If you choose to purchase a vehicle and you have selected a finance option, you will be asked to complete a finance application online (see the ‘Buying with Finance’ section below).

If you decide to reserve a vehicle by paying a reservation fee, you will be asked to enter your personal and payment card details (see the ‘Paying a Reservation Fee’ section below).

If you would prefer not to use the online process but would still like to purchase one of the vehicles shown, please contact any member of our sales team on **01467 629926** or email inverurie@lawrenceofkemnay.co.uk for further assistance.

Buying with Finance

If you decide to place an order and buy on finance, you will be asked to enter your personal details and address, and then fill in a finance application online. You must be over 18 to apply for finance, and acceptance is subject to status. In some circumstances a guarantee may be needed.

When you click “submit application”, we send your information to one of our preferred finance company partners, usually via Codeweavers (our finance technology provider) but sometimes manually, who will review your eligibility for the finance package requested. As part of this review, credit checks will be carried out with a credit reference agency. This credit check will be recorded on your credit file. Please note that if you apply for a finance package but are unsuccessful this may affect your credit rating and/or credit score. The same applies if your application is successful but we are unable to confirm your order, and you choose not to proceed with an alternative vehicle.

If your finance application has been successful you will be notified and one of our team members will be in touch. Please note that this does not mean that your order has been accepted. Your order

merely constitutes an offer to enter into your chosen finance package, subject to these Terms & Conditions and the terms of the finance agreement. Even if your finance application is approved, there may be circumstances in which we are unable to accept your order. If this is the case, we will inform you of this by email or telephone. This might be because the vehicle has already been sold, because we have identified an error in the price or description of the vehicle, because we are unable to meet a delivery deadline you have specified, because we suspect the transaction may be fraudulent or for any other reason at our sole discretion.

If your application has not been successful one of our team members will be in touch via telephone or email.

We will be in touch with you by email or telephone regarding the next steps required to complete your purchase. These steps will include signature of your finance agreement, payment of any further deposit, and if applicable, arrangements regarding the part-exchange of your vehicle. We will advise you of exactly what is required in terms of your part exchange to ensure that all the correct documentation is made available to us on handover.

Once our finance company partner has confirmed acceptance of your offer, you will be sent an order confirmation by email. At that point a contract will be formed between you, us and our finance company partner for the finance and use of your new vehicle.

Our Financing Methods

When purchasing your vehicle on finance, you will have the opportunity to fund it using one of two products; PCP (Personal Contract Purchase) and HP (Hire Purchase). It is important that you select the finance product that is most appropriate for your individual circumstances. You will have the opportunity to review both products and customise a suitable monthly payment (adjusting the term, deposit, and proposed mileage in the case of a PCP agreement). It is your responsibility to read the terms and conditions surrounding each product and ensure you are comfortable with the financial commitment you are making before taking out a finance agreement.

Hire Purchase (HP)

Hire Purchase is where you pay an initial deposit and then pay the balance over an agreed period of time in equal monthly payments. Typically agreements can run from 1 to 5 years. The vehicle remains the property of the finance company until you make the last payment. If you settle early, you will be offered a rebate of some of the interest. However, you may find, with a small initial deposit, if you settle very early, the amount owing may be more than the vehicle is worth.

Hire Purchase may suit buyers who plan to keep their vehicles for a longer period of time, perhaps longer than the agreement term, who have a large deposit or want a simple agreement with no commitment at the end of the term.

Personal Contract Purchase (PCP)

Like Hire Purchase, PCP also has an initial deposit paid with monthly payments over an agreed period of time. However, the final payment at the end of the agreement is significantly larger than under a normal Hire Purchase agreement, usually several thousand pounds. This is often called a Guaranteed Future Value (GFV) or an optional Balloon Payment. This makes the payments in-between the initial deposit and the large final payment smaller than with Hire Purchase and the agreements are often shorter.

You have 3 options at the end of the agreement.

- You can hand the vehicle back to the finance company rather than make the final payment. However the finance company reserve the right to make excess charges subject to the return condition of the vehicle.
- As long as the vehicle is in a suitable condition and has covered less than the agreed mileage limit set out at the beginning of the agreement you can pay the Guaranteed Future Value (large final payment) and 'Option to Purchase' fee and keep the vehicle.
- If your vehicle should be worth more than the final payment, you can part exchange the vehicle, and use the extra that it is worth, after paying off the Guaranteed Future Value (large final payment), for the purchase of a new vehicle.

Personal Contract Purchase may suit buyers that want a new or nearly new vehicle and fully intend to change it at the end, or before the end, of the agreement or want a more expensive vehicle than may be available to them using other forms of finance.

Paying in Full

If you decide to place an order and pay in full, you will be asked to enter your personal details and address. If you decide to pay in full by card, you will also be asked to enter your payment card information and when you click on "Submit Payment", the full purchase price will be debited from your payment card immediately. If you decide to pay in full by BACS, you will be given details of the account you need to make payment to and once you have made payment, you should click on "I can confirm I have made this payment".

After placing an order, you will receive an email from us that acknowledges our receipt of your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the vehicle. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms all of the relevant details of your order (the "Order Confirmation"). The contract between you and us will only be formed when we send you the Order Confirmation documentation. We will inform you of the next steps required to proceed to handover after the Order Confirmation, including arrangements regarding any part-exchange vehicle.

If we are unable to accept your order, we will inform you of this by email or telephone. This might be because the vehicle has already been sold, because we have identified an error in the price or description of the vehicle, because we are unable to meet a delivery deadline you have specified, because we suspect the transaction may be fraudulent or for any other reason at our sole discretion.

If we are unable to accept your order, we will refund your money in full as soon as possible, usually within 5-10 days.

We will require two forms of identity, one to include a photo ID and one a proof of address, along with verification of your card used for the online transaction.

Paying a Reservation Fee

If you choose to reserve a car by paying a reservation fee, you will be asked to enter your personal details, address and payment card information. When you click on "submit payment", the amount of the reservation fee will be debited from your payment card immediately.

After paying a reservation fee, you will receive an email from us that acknowledges receipt. Please note that this does not mean that your reservation has been accepted. All reservations are subject to acceptance by us, as we need to check that the car has not already been sold or reserved by someone else. We will confirm our acceptance of your reservation by sending you a confirmation email (the "Reservation Confirmation").

Your vehicle will be reserved for 48 hours. We will be in contact with you to discuss the next steps required to complete your purchase.

If you decide not to purchase the vehicle, you can request a refund of the reservation fee at any time by contacting inverurie@lawrenceofkemnay.co.uk. Your payment will be refunded in full, usually within 5-10 days.

Changes to your order

If you decide that you would like to make a change to your car after you have placed the order, please let us know as soon as possible by contacting us at inverurie@lawrenceofkemnay.co.uk

At our discretion, we may present you with a new order proposal (the "New Proposal") accommodating your requested changes, where possible, and specifying the date by which you must accept the New Proposal (the "New Proposal Expiry Date"). The New Proposal will take account of any resulting changes to your finance package and delivery/collection date.

If you choose to accept the New Proposal and give notice of such acceptance (using the email address set out above) on or before the New Proposal Expiry Date, your previous order will be cancelled. If you do not give notice of your acceptance of the New Proposal on or before the New Proposal Expiry Date, the New Proposal will no longer be valid and we will continue to fulfill your original order. For the avoidance of doubt, there is no requirement for us to present a New Proposal. If for any reason we do not elect to present a New Proposal, we will continue to fulfill your original order.'

Please note that we cannot agree to all requests for changes to vehicles. We will contact you to discuss possible options in these circumstances, but we will be entitled at our discretion to hold you to your original order.

Distance selling and your right to cancel

If, and only if, you have acted as a Consumer, where this Agreement has been completed away from our business premises and/or without any face to face contact between us and you; or anyone acting on your or our respective behalf, you may give notice to cancel this Agreement within 14 days without giving any reason.

This cancellation period will expire 14 days after the day on which you, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post, or email) to Lawrence of Kemnay Ltd, Elphinstone Road, Port Elphinstone, Inverurie, AB51 3RN inverurie@lawrenceofkemnay.co.uk. You may use the model cancellation form (below) if you wish.

To meet the cancellation deadline, it is sufficient for you to send your communication confirming your exercise of the right to cancel before the cancellation period has expired.

If you cancel this Agreement, we will reimburse to you all payments received from you under this Agreement, without undue delay, and not later than:-

- 14 days after the day on which we receive the Goods back; or
- (if earlier) 14 days after the day you provide evidence that you have returned the Goods; or if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement.

We will make the reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise, but in any event you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the Goods back or you have sent evidence of having sent back the Goods to us, whichever is the earliest. You should send back the Goods or deliver them back to us at Lawrence of Kemnay Ltd, Elphinstone Road, Port Elphinstone, Inverurie, AB51 3RN without undue delay and in any event not later than 14 days after the day on which you communicate your cancellation of this Agreement to us.

This deadline is met if you send back the Goods before the period of 14 days has expired. We will require that you bear the cost of returning the Goods to us.

You must take reasonable care of the Goods whilst they are in your possession. You will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.

You are liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

Model Cancellation Notice

[INSERT ADDRESS HERE INCLUDING EMAIL/PHONE 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,

If you have purchased your car on finance

If you have funded the vehicle via a finance agreement with one of our chosen finance partners, we will liaise with our partner to cancel your finance agreement should you wish to cancel your purchase and finance contract. We must receive notification of your desire to cancel your purchase and your finance agreement within 14 days of finance activation. Please note that you will be liable for any cancellation charges incurred as a result of cancelling the agreement.

Our right to end the contract

In addition to the specific situations identified in these Terms we may end the contract at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within a specified period of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the vehicle;
- you do not, within a reasonable time, collect the vehicle from us.

When you own the vehicle

You own the vehicle once we have received payment in full. Title will not pass to you until we confirm that this has taken place.

Part Exchange

On our website you may obtain a valuation for your current vehicle by entering the registration number. The value of the vehicle may then be applied towards the deposit for the vehicle you are purchasing. If there is finance outstanding on your vehicle, we will settle this and any remaining value will be put towards your deposit. If the outstanding finance is more than the value of your car, you will need to settle it yourself before handover.

You will need to hand over your part exchange vehicle on delivery or collection of your new car. At the same time, you must give us the logbook (V5 registration certificate), service history, MOT

certificate (if applicable) and all sets of keys. When you hand over your vehicle, the title to it will pass to us.

Our representative will inspect the vehicle before handover. If the condition, mileage or other valuation parameter of the vehicle is not as described by you upon valuation, we will have the right to adjust the value of the vehicle. If this results in a deficit of the amount due to us for your new vehicle, you will be required to make up the shortfall before your new vehicle is handed over to you. We will discuss available options, which may include payment by debit or credit card, or adding the shortfall to your finance (if applicable).

Collection and Delivery

During the online order process, you will be asked to choose how you would like to receive your vehicle. You will be given the following options:

- collection from the dealership where the car is currently located;
- delivery to your home address (which must be the same as the billing address for the card used to pay for the car, or the address on your finance agreements, as applicable).

Costs and lead-in times will be displayed for each option. These are estimated lead-in times only and we cannot promise to have the car ready within those timeframes (for the avoidance of doubt, if a delivery time/date is displayed, this will be an estimate only). The actual collection or delivery date will be confirmed by email or telephone and may be subject to change. If our supply of your ordered vehicle is delayed by an event outside our control, we will contact you as soon as possible to let you know, and take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event outside our control, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund where you have paid for but not received the vehicle. You must notify us of your decision to cancel in these circumstances by sending a clear statement of your intent to inverurie@lawrenceofkemnay.co.uk

Your Account and Security

Your account

You have the option to set up an account on our service if you are buying on finance ("My Account"). This will allow you to access and/or change your saved vehicle and/or finance configurations and update or change your personal details. Where you create an account, you will be asked to provide an email address and password.

We will use the information provided in accordance with our Privacy Policy
<https://www.lawrenceofkemnay.co.uk/cookie-privacy-policy>

In all cases, you are responsible for your account, including making sure that your details are correct and kept up-to-date and ensuring that your password is secure. You are also responsible for all activity that takes place on your account. You must not share your account with any other person.

Payments

Payments are processed securely by our payment processor partner, Stripe (and its global affiliates). If you are paying in full, or paying a reservation fee, you will need to enter your debit or credit card information. Stripe accepts Visa, Mastercard and American Express Apple Pay, Google Pay and other

payment methods will be added or removed from time to time. You warrant that you have appropriate authority to use the payment details which you enter. By entering your debit or credit card or other payment information, you agree to use of that information by Stripe for the purpose of paying the amount due and processing your payment.

Warranties and Liabilities

Comprehensive multi-point checks are performed on every one of our used vehicle including meticulously checking inside and out, under the bonnet and on the road by one of our trained technicians.

Vehicle history check

We ensure every vehicle's provenance – making sure it has no outstanding finance charges and is not registered as stolen or an insurance write-off.

Vehicle handover

Our handover process is just as comprehensive for our used cars as it is for new ones.

We are under a legal duty to supply you with a vehicle that is as described to you, fit for purpose, of satisfactory quality, and otherwise in conformity with the contract between you and us set out in these Terms. Nothing in these Terms (or any after-sales services or guarantees or warranties we offer) reduce or take away any legal right you otherwise have.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of that failure or our failure to use reasonable care and skill in performing our obligations, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

We only supply vehicles for domestic and private use. If you use a vehicle you have purchased 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, or loss of business opportunity.

Codes of Conduct

Lawrence of Kemnay Ltd adheres to the Motor Ombudsman Codes.

Complaints and Dispute Resolution

If you are less than satisfied about any part of our service, we want to hear from you so that we can put things right. You can :

Email: inverurie@lawrenceofkemnay.co.uk

Please provide your name and the details of the reason you are contacting us, as well as your vehicle registration (if applicable).

We will always try to resolve your case as soon as possible. If we cannot resolve immediately, we will send you acknowledgement of your case within 48 hours.

We will work hard to fix things for you as quickly and efficiently as possible, if your case is complex or involves a number of issues we may need some time to make sure that we cover everything. We will keep you regularly informed, either by telephone or in writing, while we do so.

We aim to take no longer than 8 weeks to fully resolve your case, so if you haven't received a resolution by then we will either provide you with our final response, or explain to you why we are still unable to provide you with our final response.

If you are not satisfied with the final response we put forward you are welcome to seek advice with an independent body and we can recommend The Motor Ombudsman.

The Motor Ombudsman is the automotive dispute resolution body. It is the first voluntary and fully-impartial private sector ombudsman that provides a self-regulatory environment for the automotive industry using its Chartered Trading Standards Institute (CTSI)-approved Motor Industry Codes of Practice.

Their independent advice is free and they can be contacted via the following methods:
The Motor Ombudsman Ltd 71 Great Peter Street London SW1P 2BN Telephone: 0843 910 9000.

Email: consumer@tmo-uk.org

<http://www.TheMotorOmbudsman.o...>

Other Legal Terms.

We will not be liable to you if any failure or delay in our performance under these Terms if caused by circumstances beyond our reasonable control (such as but not limited to acts of God, war, terrorism or industrial action, pandemic). No other person has any right to enforce any of these Terms. Any waiver of any provision of the Terms will be effective only if in writing and signed by us. Each of the paragraphs in these Terms operates separately. If any courts or relevant authority decide that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. Any rights not expressly granted herein are reserved.

These Terms and your use of the Service, including any dispute or claim (whether in contract, tort or otherwise) arising out of or in connection with them, will be governed by English law. We both agree that the courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim. However, we acknowledge that in certain cases, if you are purchasing as a consumer, applicable law may allow you to bring a claim (or be sued) in your own jurisdiction.