

Terms and Conditions

These Terms and conditions represent the basis upon which Avanti Automotive Limited does business.

You agree to abide by the spirit and actuality of this agreement and to our Privacy Policy. This is a legally binding agreement between Avanti Automotive Limited and you whether in person or on a remote platform such as telephone, e-mail or post although not limited to such mediums.

Definitions

"We", "Us", "Our" and "Avanti Automotive Limited" shall refer Avanti Automotive Limited whose Registered Number is 10831045 and Registered Office is situate at Beaufort House, 113 Parson Street, Bristol, BS3 5QH.

"You" and "Your" shall refer to you personally being the customer, prospective customer in person or representation desiring to purchase a vehicle, service or product from us.

"Goods" are used vehicles supplied by us and ancillary products and services.

"Satisfactory Merchantable Quality" is defined by the condition of the goods being at a level that is deemed to be satisfactory and fit for the purpose when consideration is taken for the age and mileage of the goods. Any remedial works agreed will be detailed on the order form. This does not affect your rights under the Consumer Rights Act.

"Payment" is defined as cleared funds received on or before release of the vehicle by Debit card/Credit Card (upto £1000) or Bank Transfer, or receipt of an outstanding balance from the appropriate funding partner. Bankers Drafts and Cheques may be accepted subject to satisfactory validation which may delay collection unless undertaken prior to delivery. Fees may be payable for acceptance of certain methods of payment to reflect charges levied by the providers of such facilities.

"Card Holder Not Present" transactions will only be accepted up to a limit of £1000.00 and are for deposit purposes only.

"Places of Business" represents any place where we trade with "face to face" interaction with you and are goods are presented for sale to the public.

"Distance Customer", represents any form of sale conducted by us to you that does not include any face to face contact from an initial order being raised on a vehicle until the time of delivery of the goods at which point our contract is concluded. In these cases, the contract is governed by the Customer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Distance Marketing Regulations 2004 as appropriate.

Reservations and Orders

Your order of a vehicle from Avanti Automotive is an offer by you to purchase and Avanti Automotive will not accept this offer until an order form has been signed and returned to us.

The £99 reservation fee will reserve the car for a maximum of 2 days unless expressly agreed by us and confirmed to you.

If you are applying to reserve the vehicle via electronic means we will contact you within 24 hours to confirm your intention to purchase and collect your reservation fee, if not made already.

This does not affect your statutory rights. Avanti Automotive reserves the right to withdraw a vehicle from sale at their discretion and all transactions are subject to management approval.

Finance Examples

All finance rates quoted on the Avanti Automotive website are dependent upon credit score and balance. For example, an A1 credit score and balance of £20,000 will have the lowest rate of 12.7% APR which is subject to change in line with the bank of England base rate.

Representative Example - 13.9% APR - £0 No Deposit Borrowing £4,999 over 60 Months. APR of 13.9%, an annual fixed interest rate of 6.8% and a deposit of £0. The amount payable would be £113.84 per month with 1 final payment of £123.84. A total amount repayable of £6,840.40.

Payment Methods

Debit or Credit Cards - Up to a maximum of £500 - No charges apply

Bank Transfer - No charges apply, please ask for details

Delivery

Delivery of the goods to you will be undertaken at our places of business within 3 days of our notification to you that the vehicle is available for collection. If this is changed for any reason both parties are responsible for communicating such amendments in a clear and timely manner.

The goods shall remain in our beneficial ownership until payment of cleared funds for the total amount has been received by us. The risk in the goods however shall pass to you at time of delivery. We reserve the right to charge you a reasonable cost for the transfer of vehicles between sites and this will be non-refundable.

Under Distance Contracts and in exceptional circumstances we may agree to deliver to your fixed place of residence. We may require proof of address prior to delivery and proof of address at delivery. In all instances a delivery charge will be levied which will be assessed on the number of miles between our place of business and the delivery address. This payment will attract VAT.

We will clearly endeavour to undertake delivery of your new vehicle at the desired time and date in accordance with the details above. However, we will be under no liability whatsoever for any loss occasioned by delay in delivery or cancellation.

Part Exchange

Where we agree to accept a part exchange vehicle in part payment of goods supplied by us it will be done on subject to the conditions below. After examination of the vehicle and inspection of the associated paperwork at the time of purchase it will be delivered in the same condition and having covered no more than 250 miles extra. We reserve the right to revalue the vehicle if you fail to adhere to this requirement. Equally if the description supplied when unseen differs from when examined we reserve the right to reassess our valuation or indeed refuse to accept it all together.

The car will be subject to a final examination prior to delivery of the purchase vehicle to confirm the above.

Where the part exchange vehicle is subject to a secured finance agreement we shall be entitled to discharge such monies, due and pay these to the appropriate company. You are required to disclose the existence of such agreements and whilst we undertake inquiries using industry recognised tools you will remain liable in all respects for such agreements until discharged by you or suitable adjustment made against the part exchange valuation.

If such vehicle is delivered to us without the agreed documentation, spare keys etc. we are entitled to request security for their delivery within 7 days of the agreement. Failure to supply these items within the agreed period will result in the forfeiture of such security.

Notices and Complaints

To serve notice on us to invoke your rights including the return of a vehicle, make a complaint or any other formal correspondence this needs to be put in writing and delivered to our registered office address as detailed above or e-mailed to: - sales@avantiautomotive.co.uk . Please provide all the relevant information along with the vehicle details and your particulars for return.

We will endeavour to resolve your issue/concern as quickly as possible usually before the close of business on the next working day. We will however respond within 5 working days to acknowledge receipt and where applicable our intentions for resolution.

In our final response, we will indicate whether, in our opinion, your issue is suitable to be referred to either an Alternative Dispute Resolution Service or the Financial Ombudsman Service.

Pricing Errors

We cannot guarantee the use of the website will be error free or that the website or its servers will be free from viruses therefore strongly recommend you use a firewall or other such product. Any details taken from third party sites are not the responsibility of Avanti Automotive therefore please refer to your Sales Executive. Please be advised that the prices of our vehicle are checked on a daily

basis and can therefore increase or decrease in line with market conditions. The price is fixed at the time of our agreement.

MPG Emissions Disclaimer

The fuel consumption and emission figures provided on our site are taken directly from the official manufacturer's tests, in accordance with EU legislation. Actual fuel consumption and emissions figures may differ from these results and are for comparative purposes only.

By using this website, you are agreeing to comply with and be bound by, the following terms and conditions, together with our privacy policy (below). If you, the user, disagree with any part of these terms and conditions and privacy policy, please do not use our website.

Fees and Products

Is the Customer Care Package an admin fee?

No, the customer care package is not an admin fee. The customer care package is an essential product with every vehicle that includes a number of benefits and features.

Does Avanti Automotive have an admin fee?

No, Avanti Automotive does not have an admin fee. The price of the vehicle excludes road tax, insurance and one or more of the following fees and products: Customer Care Package which is essential with every vehicle £99 and Commercials £149+VAT @ 20%.

Will I be charged an admin fee at Avanti Automotive?

No, at Avanti Automotive we do not charge an admin fee.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for personal use only. It is subject to change without notice. All modifications become effective immediately.
- Neither we, nor any third parties, provide any guarantee as to the accuracy, timeliness, performance, completeness or suitability of the

information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for these to the fullest extent of the law.

- Your use of any information or materials on this website is done so entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
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- Unauthorised use of this website may give rise to a damages claim and/or be a criminal offence.
- This website includes links to other websites. These links are provided for your convenience to provide further information. They are not endorsements and we have no responsibility for the content of the linked website(s). These other sites may not be governed by our Privacy Policy.
- Your use of this website, and any dispute arising out of it's use, is subject to the laws of England, Northern Ireland, Scotland and Wales.

Miscellaneous

Part Exchange - this is only available against the vehicles screen price.

Avanti Automotive Limited accept no liability for any loss or damage how so ever caused to customers goods and all loads left in customers vehicles when in our custody or control.

These terms do not detract from your rights under any current and appropriate legislation.

Avanti Automotive Limited

Beaufort House, 113 Parson Street, Bristol, England, BS3 5QH

Company Number: 10831045