

Veloces of London Ltd Customer Purchase Terms and Conditions

1. Parties

1. Veloces of London limited ("**Veloces**", "**we**", "**us**" or "**our**") operates www.veloces.co.uk (the "**Site**").

We are registered in England and Wales under company number **04245849** and have our registered office at 183 Victoria rd. EN4 9PA. Our VAT number is 656622815.

2. You are the customer ("**You**" or "**Your**") who places an order on the Site.

2. Your Order

1. Your purchase details are specified in Your order confirmed on the Site ("**Your Order**") and will include the make, model, price, delivery time and delivery location for the car You are purchasing (the "**Car**").
2. Your Order will specify Your personal details as the recipient of the Car.
3. A contract is formed between You and us comprising of Your Order and these terms and conditions ("**Terms**") when You complete an order on the Site and we accept Your Order ("**Collectively, the Contract**").
4. If we accept Your Order, we will send You an email confirmation of Your Order.
5. In the event of any conflict, inconsistency or ambiguity between Your Order and these Terms, Your Order will take precedence.

3. Your Car

1. If arranged Veloces will deliver the Car as specified in Your Order to the address and at the time given in Your Order.
2. Prior to delivery, the Car will have undergone a 150-point mechanical and specification inspection as part of our preparation of the Car for sale. The Car will also have an MOT if required.
3. Subject to paragraph 3.4 below, Veloces provides You with 90-day warranty for the Car free of charge through our third-party warranty partner. You will automatically be opted in for this 90-day warranty at the time of purchase, but you can cancel this benefit on our Site before you place Your Order. If you remain opted-in for this benefit, Your direct contractual relationship will be with our third-party warranty provider on **these terms**, save that we will cover the costs of the warranty.
4. Veloces does not provide any manufacturer's guarantee for the Car. If and to the extent that a manufacturer's guarantee and / or roadside assistance programme endures from a previous period of ownership of the Car and You are entitled to receive the benefit of this, Veloces reserves the right to provide only the difference between the 90 day warranty / roadside assistance and that amount of coverage from which the Car will continue to benefit from the point of Delivery (as defined below).
5. The Car may previously have been used as a lease or rental Car or have had multiple users. It may also have been imported from another country. We will use reasonable endeavours to provide You with any additional information in our possession about the Car on Your request. However, if You have any questions about the previous use of the Car or have specific requirements You are advised to discuss these with us before placing Your Order.
6. The mileage on the Car may vary by a minor amount to that stated on the Site as a result of, for example, transport to our refurbishment facility and delivery to You.
7. References to "Leather" on the Site may not be genuine or 100% leather but rather partial leather or an artificial substitute.
8. The images of the Car on our Site are for illustrative purposes only. Although we make every effort to display the Car accurately, we do not guarantee that the images of the Car on the Site exactly reflect the actual appearance of the Car. In addition, although we make every effort to describe the colour of the Car accurately, You may consider that the colour description of the Car differs from the actual appearance of the Car. We do not guarantee that the colour of the Car exactly reflects the description.
9. We do not give or make any representation, warranty or undertaking that Your Car will not be subject to a manufacturer's recall notice at the point of sale or at anytime in the future.

4. Payment and Charges

1. You can only pay by those credit or debit cards listed on the Site on the date on which Your Order is placed.
 2. We use a third-party provider to process payments for orders made on our Site. The processing of Your payment will be directly between You and the third-party provider and will be governed by such third-party's **terms and conditions** (or their equivalent or replacement from time to time). It is Your responsibility to read these terms and ensure that You understand and agree to be bound by them.
 3. We do not accept any of the following methods of payment when You place Your Order on the Site: cash, personal cheques, banker's drafts or building society cheques. You will receive an email confirmation of Your payment for the Car.
 4. Where applicable and noted on Your Order, the purchase price includes all delivery fees and, in the case of a Car purchased using third-party financing, may include a deposit ("**Deposit**") but does not include the Car's tax or Car's registration fees, to the extent applicable. The cost of the Car's first registration fees (if applicable) will be charged in addition to the purchase price at the applicable rates.
 5. You will be required to register and pay for vehicle tax at the point that You accept Delivery of the Car.
 6. The purchase price includes VAT (where applicable) at the current rate chargeable in the United Kingdom on the date of purchase.
 7. From time to time we may offer products at sale or promotional prices. Any such offers will apply to selected products and will be subject to availability. Delivery charges, conditions and geographical exclusions may apply. Please refer to individual product pages for pricing. We may also offer delivery and services at a reduced rate as part of a promotion. This would be subject to availability and can be withdrawn at Veloce's discretion. For example, a promotion offering 'Free Next Day Delivery' is only valid whilst we have the capacity to offer Next Day Delivery. You will be able to see the next available delivery date on each product page on our Site.
5. **Finance Agreement**
1. You may be eligible to pay for Your Car on finance through our third-party finance providers.
 2. Veloces acts as a credit broker and an intermediary for general insurance products but not as a lender.
 3. Limited which is authorised and regulated by the Financial Conduct Authority (the FCA) and whose registration number is 668147.
 4. If you choose to apply for finance for Your Car you can do so on the Site. Approval for Your finance ordinarily takes several minutes but it may take longer. Please note that APRs provided on the Site are representative only.
 5. Once You complete Your application we will share your personal information (including financial information) with another broker, Evolution Funding Limited, specific terms for which are **here**.
 6. If You enter into a third-party finance agreement through the Site, you undertake to register as the owner of the Car as soon as possible following Delivery.
 7. Evolution Funding Limited will introduce you to a financing party whose terms will be provided when you e-sign your finance documents.
 8. If you are using third-party finance through the Site, to ensure delivery of Your Car, you will need to e-sign your finance documents after you have paid Your deposit but at least 48 hours prior to taking delivery of Your Car.
 9. If You cancel Your credit agreement but have already received Your Car from us and Your cancellation rights no longer apply then You will be liable to pay Your finance provider in full for the Car and any additional products plus potential additional charges.
6. **Delivery**
1. We can offer home delivery to any UK postcode with prior arrangement but reserve the right not to deliver to certain postcodes including in the Scottish Highlands, Scottish Islands, other remote parts of Scotland, the Isles of Scilly, Channel Islands, Guernsey, Jersey, the Isle of Man, Isle of Wight and Northern Ireland.
 2. Physical delivery of Your Car will take place on the date and time set out in Your Order ("**Delivery**").
 3. Only You, as the person specified in Your Order, are eligible to take receipt of Your Car on Delivery.

4. Your Car will only be delivered to the location specified in Your Order.
 5. Our vehicle transporters are circa 3.5m high, 9.7m long and 2.8m wide and we will require sufficient access to make Your Delivery. In situations where we cannot gain access, we may, in our discretion, be able to offer Delivery via an alternative method, such as driving the Car to Your property, but in these circumstances Veloces will not be liable for any costs of additional mileage on the Car.
 6. Upon Delivery of the Car, You must provide Your photographic UK driving licence to the Veloces delivery specialist to verify Your identity against Your Order. We reserve the right not to deliver, or permit the collection of, the Car or any other product(s) if this identification is not provided when requested.
 7. If You will not be present to accept the Delivery, You must contact Veloces Customer Service by telephone on **0208 275 0630** at least 24 hours prior to the scheduled delivery time to rearrange Your Delivery at no additional cost.
 8. If You need to rearrange a Delivery less than 24 hours prior to the scheduled delivery time, You will incur a charge of £100.
 9. Upon Delivery, You will be asked to confirm to the Veloces delivery specialist receipt of Your Car and that it conforms to Your Order. You will be asked to sign our pro-forma invoice and this will be confirmation that You have received and accepted the Car. The Car will be Your responsibility from the time that you sign our pro-forma invoice (or provide such other confirmation as we may require from time to time).
 10. Subject to any finance agreement that You may have in place, ownership of the Car will pass to You once: (i) we have received full payment of the purchase price (and any other amounts due) in cleared funds; (ii) we have accepted Your Part-Exchange Car as partial payment of the purchase price (if applicable); and (iii) You have accepted Delivery by signing our pro-forma invoice (in accordance with paragraph 6.9 above).
 11. We will own the Car until each of the conditions set out in paragraph 6.10 have been satisfied, at which point we will notify the DVLA of the change in ownership. You should contact the DVLA if You do not receive Your V5 logbook within 7 days.
- 7. Driveaway insurance**
1. We can provide you at cost, with driveaway insurance for a period of 5 days starting at the point of Delivery of Your Car, subject to approval by our provider and your policy being 'put live'.
 2. Our insurance broker, Lloyds of Latchford, requires You to provide certain information once you have placed Your Order to benefit from this driveaway insurance. You will receive a link to take out the policy as part of your Order confirmation. If You do not wish to receive this benefit, You may elect not to do so. If You accept this benefit, You will enter into a direct agreement with Lloyds of Latchford..
 3. If You choose not to receive the driveaway insurance, You will be required to provide your own insurance in order to drive the Car lawfully. Save as provided in this section 7, Veloces accepts no responsibility to provide or procure the provision of any driving insurance services to You.
- 8. Your Cancellation Rights**
1. You can cancel Your Contract with us at any point before the Car is delivered by contacting Veloces Customer Service sales@veloces.co.uk or call 0208 275 0630
 2. If you have bought your car sight unseen, under the Consumer Contract Regulations 2013 You have the right to cancel Your Contract within 14 days of Delivery without giving any reason.
 3. If You cancel Your Contract within the 14-day cancellation period, we will refund all payments received for the Car less any delivery costs we have incurred. However, we are permitted by law to reduce Your refund to reflect any reduction in the value of the Car, for example, costs associated with mileage You have incurred on the Car and the costs to repair any damage that may have occurred during the period in which you were responsible for the Car.
 4. You have a legal obligation to handle and take reasonable care of the Car while it is in Your possession. If You fail to comply with this obligation, we may have a right of action against You for compensation. If the value of the Car is diminished as a result of Your use, we may recover such diminished value from You either directly or by reducing the value of any refund due by that amount.

5. To cancel Your Contract under this section 9, You must inform us of Your decision to cancel by 5pm on the 14th day after Delivery of Your Car was accepted by You. This must be done by telephone by calling our Customer Service on **0208 275 0630** or by using the model cancellation form in section 17 below.
6. You will need to provide us with Your name, postal address, and where available, Your telephone number and email address.
7. Your cancellation will be effective from the point at which we collect the Car.
8. We will aim to contact You within 7 days of receiving Your cancellation request, including to arrange collection of Your Car. If You have not heard from us within this time, please contact Customer Support on 0208 275 0630. You will be charged £250 for the collection of Your Car.
9. If You need to rearrange collection less than 24 hours prior to any scheduled collection time, You will incur a further charge of £100.
10. Upon cancellation, the Car must:
 1. be free of all financial charges other than the one created by this Contract;
 2. be in the same condition You received it except for reasonable wear and tear or any mechanical problem that becomes evident after Delivery that was not caused by You;
 3. be without damage or having been in an accident (otherwise we will be entitled to recover from You any loss in value of the Car as set out in paragraphs 9.3 and 9.4 above); and
 4. not have incurred more than 100 miles from the date of Delivery otherwise we will charge You an excess mileage charge of £2.00 per mile for each mile above the 100 mile limit.

If You exercise Your legal right to cancel, You must promptly return the Car's V5 logbook to us and we will issue the refund as soon as possible once we receive the V5 logbook but in any event within 14 days of us receiving the V5 logbook.

11. We will issue Your refund, in accordance with section 8 above or this section 9, using the payment method which You used to pay for the Car save that any refunds for Part-Exchange Cars (defined in paragraph 11.1 below) will be undertaken via bank transfer. In the event that your payment is refunded but we subsequently discover a defect sustained during Your period of ownership we reserve the right to debit a compensatory amount from Your credit or debit card

Please note that this section 9 is not intended to be a full description of all Your legal rights. Full details of Your rights can be obtained, in the UK, from Your local Citizens' Advice Bureau or Your Local Authority's Trading Standards Office.

9. Car Returns

1. If You exercise Your right of refund under section 8, You may then purchase a different Car on the Site and will benefit from 5 Day Driveaway Insurance and 3 month warranty . If You return a car more than once in any 12 month period, we reserve the right not to accept any future order from You.

10. Part-exchange

1. If you wish to provide us with a car in full or partial consideration for the value of Your Car ("**Part-Exchange Car**") You must be the registered owner of the car and must elect to undertake the part-exchange on the Site.
2. You must provide us with any information regarding the Part-Exchange Car which we may reasonably request.
3. If we agree to consider Your Part-Exchange Car, we require that You make the Part-Exchange Car available for our inspection on the Delivery of Your Car. We are not obliged to provide a part-exchange option when selling the Car to You and our decision to examine and value a Part-Exchange Car, including the valuation we give, is solely at our discretion.
4. For the avoidance of doubt we are entitled to amend any valuation for, or reject, a Part-Exchange Car for any reason, including but not limited to circumstances where a Part-Exchange car:
 1. has changed condition since we provided the Part-Exchange Car valuation or the condition of the Part-Exchange Car does not match the description given by You; or
 2. has a discrepancy in the recorded mileage or the legal registration or chassis number;
 or

3. has been in a major accident or is categorised as insurance category C or D, or has been subject to a total loss claim; or
 4. any other issue is identified by an HPI check or equivalent car history check on the Part-Exchange Car; or
 5. is not Your property to dispose of or You do not have the right to sell it; or
 6. is missing or has an incomplete V5 registration document or such documentation is not in Your name; or
 7. still has a finance marker on it at the point of collection; or
 8. is an imported vehicle (e.g. left-hand drive) or was not first registered in the UK; or
 9. has been used for taxi, private hire, chauffeur or rental purposes, driving tuition or as a police vehicle or used by a local authority; or
 10. does not have a valid MOT or is due for a service in the next 100 miles; or
 11. has any mechanical or electrical fault (including or not limited to problems with steering, transmission, clutch, gearbox, suspension or breaks).
5. When handing over a Part-Exchange Car to us You must provide:
 1. all sets of keys to the Part-Exchange Car;
 2. the V5 registration documentation and, where available, any associated documentation (such as service books, service history, MOT certificates etc) for the Part-Exchange Car without which we will not accept the Part-Exchange Car; and
 3. any extras that we will need such as the locking wheel nut for the alloy wheels and any security codes associated with the Part-Exchange Car.
 6. You permit Veloces to transfer from You to Veloces the “registered keeper” title in the V5 documentation for the Part-Exchange Car.
 7. Veloces does not store any Part-Exchange Cars. If You wish to exercise Your cancellation rights (in accordance with the cancellation terms above), we are not able to return the Part-Exchange Car and will instead refund to You the monetary value of the Part-Exchange Car (less any appropriate deductions).

11. **Our Liability**

1. Nothing in these Terms will restrict our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law, nor will anything in these Terms restrict Your statutory rights. For further information about Your statutory rights, contact Your local authority Trading Standards Department or Citizen's Advice Bureau.
2. We exclude all implied representations, warranties, conditions and terms (whether implied by statute, common law or otherwise) to the fullest extent permitted by law.
3. We will not have any liability to You however arising (whether in contract, tort (including but not limited to negligence), for misrepresentation or for breach of any duty (including strict liability) or otherwise) for: (a) any loss of profits or revenue; (b) loss of business; (c) loss of goodwill; (d) loss of or damage to data; or (e) any special, indirect or consequential loss.
4. Other than as set out in paragraph 12.1 above, our maximum aggregate liability to You under or in connection with Your Order, these Terms and this Contract however arising (whether in contract, tort (including but not limited to negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise) will be limited to an amount equal to the retail price of the Car and any additional products purchased as part of Your Order.
5. You will reimburse us for all costs, expenses, liabilities and losses that we incur as a result of: (i) Your use of the Site for any fraudulent or unlawful purposes; and (ii) any third party claims arising out of or in connection with Your use of the Site or purchase of a Car from the Site.

12. **Events Outside Our Control**

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by any event or circumstance which is beyond our reasonable control, including but not limited to fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment, inclement weather, availability of the internet or software, acts and omissions of third parties, and road traffic problems (an "**Event Outside Our Control**").
2. If an Event Outside Our Control takes place that affects the performance of our obligations under this Contract, including but not limited to Delivery: (a) we will contact You as soon as reasonably possible to notify You; and (b) our obligations under this Contract will be

suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Delivery of the Car, we will arrange a new delivery date with You after the Event Outside Our Control is over.

13. **Personal data**

For details regarding how we collect, use, share and otherwise process personal information, see our [Privacy Policy](#).

14. **Complaints**

1. If You have a complaint about Veloces , You can contact us as follows:
 1. by writing us a letter: Veloces 183 Victoria rd. EN4 9PA;
 2. by calling us on **0208** 275 0630; or
 3. by emailing us on sales@veloces.co.uk, and we will aim to get back to You within 48 hours.

15. **General Terms**

1. If any of these Terms are held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.
2. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect Your rights or our obligations under these Terms.
3. Your Order, these Terms and the Contract constitute the entire agreement and understanding between You and us relating to the subject matter of the same and supersede any prior agreement or understanding between You and us relating to the subject matter of these Terms. You acknowledge that You have not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms (other than in respect of any fraudulent misrepresentation).
4. These Terms and the Contract will be governed by English law. This means that any matter or dispute arising out of or in connection with these Terms and the Contract (including non-contractual disputes or claims) will be governed by English law. You may bring legal proceedings in the English courts. If you live in Scotland, you may bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.