



## **TERMS AND CONDITIONS**

In these terms and conditions (Conditions) Seller, we "our" or "us" means **FUSION MOTORS LIMITED**. "Buyer", "You" or "Your" means the buyer of the vehicle. "Consumer" means a Buyer who is a consumer within the meaning of the Consumer Rights Act 2015. "Manufacturer" means the manufacturer of the vehicle subject to these terms and conditions:

### **1. ORDER**

- a. You acknowledge that you have been afforded every opportunity by us to examine the vehicle. The Seller guarantees the vehicle's roadworthiness and discloses any known visible defects at the time of contract. No post-sale liability for undisclosed issues.
- b. The Buyer acknowledges that they have relied on the Seller's expertise, representations, and disclosures while making the purchase decision. The Seller assures that all information provided regarding the vehicle's condition is accurate to the best of their knowledge. This information shall be considered an integral part of the contract, and the Seller shall be held responsible for any misrepresentations or omissions.
- c. An order constitutes an offer by you to purchase the vehicle in accordance with these Conditions. You are responsible for ensuring that the terms of the order are complete and accurate.
- d. Vehicles purchased at Fusion Motors comes with 30 days engine gearbox and axle warranty and all work must be carried out in our designated garage in Grays.

### **2. COLLECTION**

- a. A maximum period of 5 days from the date of the contract for collection will apply unless otherwise agreed.
- b. If you do not collect the vehicle from us as arranged or if, after a failed collection by you, you do not re-arrange collection (or delivery) of the vehicle from us, we will contact you for further instructions and may charge you for storage costs (£5 per day plus VAT) and any further delivery costs as applicable. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection (or delivery) we may end the contract.
- c. We are not responsible for delays outside our control.

### **3. DELIVERY**

- a. This clause only applies where it has been agreed that we will deliver the vehicle instead of you collecting the vehicle.
- b. We offer free delivery to all customers within 5 miles or enjoy nationwide deliveries at a charge of £1.50 per mile.
- c. We will deliver the vehicle to you at the address on the order form on the date agreed between us (the "Delivery")
- d. If you need to rearrange the date and time of your Delivery, we may charge you a fee.
- e. You must show us a valid photo card UK driving license at Delivery. If the address on your driving license is different to the Delivery address, you must also provide us with other proof of address or photo id.
- f. The person stated on the order form must be present at Delivery as we will not deliver the vehicle to any other person unless authorised by customer.
- g. The mileage of a vehicle stated on the order form may vary slightly to the actual mileage of the vehicle because of delivering the vehicle to you.
- h. You are responsible for the vehicle from Delivery.

### **4. OWNERSHIP AND RISK**

- a. We shall remain the full and absolute owner of the goods until the invoice paid.
- b. You acknowledges that the vehicle's condition is as described in the vehicle's logbook (V5C). The Seller guarantees that the information provided in the logbook is accurate to the best of their knowledge.
- c. We accept no responsibility for errors or miss-information supplied or provided by the DVLA or other agencies.
- d. We do not guarantee ownership of/or accept responsibility for any loss of or transfer refusal by DVLA of a cherished registration number.
- e. While we do not provide explicit guarantees, on audio/visual equipment and security/alarm systems but we will ensure that these components are in proper working condition at the time of delivery.
- f. We do not provide any guarantee or accept any liability for any modification made to the vehicle.
- g. Where the purchased vehicle includes a diesel particulate filter ("DPF"), you agree and understand that you will need to maintain such DPF in accordance with the vehicle's manual.**

### **5. Return Policy (Distance Selling)**

- a. If you choose to return the vehicle.
- b. We will repay to you the purchase price of the vehicle to against the customer details using the same payment method that chosen at the time of contract.
- c. If you paid for the vehicle using a Finance Agreement; we will repay to you the deposit which you paid to us, and we will repay the remainder of the purchase price to the finance provider with whom you entered into a finance agreement.
- d. Upon the return of the vehicle, a non-refundable administration charge will be deducted from any applicable refund or deposit. This charge covers administrative costs and is not subject to reimbursement.
- e. We will make a deduction of £1.50 per mile if the vehicle is driven more than 200 miles.
- f. Delivery charges for vehicles that are returned are non-refundable.
- g. We will hold up to £500 from the full payment until all car accessories such as a locking wheel nut, radio fascia, remote controls, SD card and/or charging cables (you have a plug-in car). And any other documents or Items which we gave to you at delivery in relation to the vehicle including logbook handed over back to us.

### **6. Acknowledgement**

I acknowledge that I have read and understood the terms and conditions.

Customer Signature: .....

Date: .....