

Our Terms and Conditions of Business

DEFINITIONS

"Munich Legends" or "ML" means The Ashdown Garage Workshops Limited t/as Munich Legends, The Ashdown Garage, Lewes Road, Chelwood Gate, East Sussex, RH17 7DE.

"Order" means this agreement between the Customer and ML entered into subject to these Terms and Conditions. "Customer" means the Seller or Purchaser as detailed on the definitions of this agreement.

"SOR" means sale or return.

"The Seller" means ML.

TERMS AND CONDITIONS

1. For SOR customer, ML will transfer payment by BACS or equivalent payment method to the customer (or dispatch a cheque by post) within 7 working days of the vehicle being paid for or collected, whichever is the later event.
 2. For SOR customers, ML agree to insure the vehicle comprehensively whilst the vehicle is covered by this agreement and is in the possession of ML.
 3. Title for all SOR vehicles rests with the Customer until the vehicle has been sold and cleared funds to the value detailed in section 4 overleaf (SOR Price) have been paid to the Customer in full. If the SOR price is amended by agreement between the Customer and ML, ML will confirm the amended price by email or first class post and will be deemed to have been accepted by the Customer if no response is sent to ML at the registered address within 7 days.
 4. For SOR vehicles. The customer agrees to grant ML exclusive rights for a period of 90 days from the signature date overleaf to market/and sell the vehicle detailed in section 2 overleaf. Should the customer decide to retrieve the vehicle during this time ML reserve the right to charge the customer for any costs associated with the preparation/marketing of the vehicle and/or loss of profit. Payment must be made prior to collection.
 5. This order and any allowance in respect of a used motor vehicle offered by the Customer are subject to the Seller's management approval and the acceptance of Munich Legends in writing.
 6. (a) The used vehicle is supplied as roadworthy at the date of delivery and, in the case of consumer sales (as defined by The Supply of Goods (Implied Terms) Act 1973):
 - (i) is sold subject to any conditions or warranties that are implied by the Sale of Goods Act 1893 or any amending status;
 - (ii) prior to signing this order form the customer shall examine the vehicle and items set out in the Customer's Certificate of Examination overleaf and the Customer is reminded that condition of merchantable quality implied by section 14(2) of the Sale of Goods Act 1893 does not operate in relation to such defects which that examination ought to reveal. Should the goods be sold also subject to defects notified by the dealer to the customer before signing the agreement, the condition of merchantable quality above referred to does not operate in relation to those defects.
 - (b) Save in the case of consumer sales (as defined) all statements, conditions or warranties as to the quality of the goods or their fitness of purpose whether expressed or implied by law or otherwise are hereby expressly excluded.
 - (c) The nature of the used vehicles sold by ML means that they may have imperfections and signs of damage or repair and that their overall condition and appearance may reflect their age. To the fullest extent permitted by English law, all vehicles are sold to the Customer on an 'as is' basis, including any faults and wear and tear.
 - (d) Any statements made by ML, whether verbally or in writing, concerning the originality, (race) history, provenance, condition or other attributes of a used vehicle, in particular, of classic, collector's or sports cars, are statements of judgment opinion or belief. ML undertakes no obligation or duty, whether in contract or in tort, in respect of the accuracy or completeness of any such statement of judgment opinion or belief. While ML will make such statements genuinely and they reflect its honestly held judgment opinion or believe, it will not be held responsible for such statements and ML does not make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care in relation to the accuracy or completeness of such statements unless expressly warranted in writing by ML. ML always recommends that Customers carry out appropriate investigations and inspections personally or through an independent expert before purchasing a
 - (e) Photographs of vehicles are purely for identification purposes and should not be relied on accurately and fully to reveal the condition of any used vehicle.
 7. Any accessories fitted as new to the vehicle will be entitled to the benefit of any warranty given by the manufacturers of those accessories.
 8. ML will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay in delivery. (ML shall not be obliged to fulfil orders in the sequence in which they are placed).
 9. If the contract be cancelled under the failure of clause 5 hereof the deposit shall be returned to the Customer and the Seller shall be under no further liability.
 10. If the Customer shall fail to take and pay for the goods within 90 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Customer and thereupon the deposit shall be forfeit without prejudice to the Sellers right to recover from the Customer by way of damages any loss of profit or expense which the Seller may suffer or incur by reason of the Customer's default.
 11. The goods shall remain the property of the Seller until the price has been discharged in full. A cheque or any other payment given by the Customer in payment shall not be treated as a discharge until the same has been cleared.
 12. Where the Seller agrees to allow part of the price of the goods to be discharged by the Customer delivering a used motor vehicle to the Seller, trade in such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed to be delivered and accepted as part of the sale and purchase of the goods and upon the following further conditions:
 - (a) (i) that such used vehicle is the absolute property of the Customer and is free from all encumbrances;
Or
(ii) that such used vehicle is subject of a hire purchase agreement or other encumbrance capable of cash settlement by the Seller, in which case the allowance shall be reduced by the amount required to be paid by the Seller in settlement thereof;
 - (b) that if Munich Legends has examined said used vehicle prior to his confirmation and acceptance of this order, the said used vehicle shall be delivered to ML in the same condition as at the date of such examination (fair wear and tear excepted);
 - (c) that such used vehicle shall be delivered to the Seller on or before delivery of the goods to be supplied by him hereunder, and the property in the said used vehicle shall thereupon pass to the Seller absolutely;
 - (d) that without prejudice to (c) above such used vehicle shall be delivered to the Seller within 14 days of notification to the Customer that the goods to be supplied by the Seller have been completed for delivery;
 - (e) In the event of the non-fulfilment of any of the foregoing conditions the Seller shall be discharged from any obligation to accept said used vehicle or to make any allowance in respect thereof, and the Customer shall discharge in cash the full price of the goods to be supplied by the Seller.
- ### 13 Payment and Lien
- 13.1 Unless otherwise provided by these terms and conditions or agreed by ML in writing, all invoices rendered by ML to customers are payable in full on presentation.
 - 13.2 ML shall be entitled to exercise a general lien over any vehicle or other goods left by the customer with ML in respect of all and any sums due and owing from the customer to ML [and in respect of any other claims that ML may have against the customer].
 - 13.3 Without prejudice to any other rights and remedies, ML shall be entitled to charge customers storage fees at a rate of £100 plus VAT per week if:
 - 13.3.1 work carried out on a vehicle has been completed and the customer fails to collect the vehicle within 30 days from the date of completion of such works;
 - 13.3.2 a vehicle is left with ML for the purpose of ML either carrying out work on a vehicle or providing a cost estimate for such work but no or insufficient instructions are received from the customer in relation to such work or the customer fails to collect the vehicle within 30 days of the date on which the vehicle is so left with ML.
 - 13.4 Unless otherwise agreed by ML in writing, ML may store any vehicle or other goods either at its premises or off-site. ML shall not be under any obligation to store any vehicle inside or under cover and shall not be liable for any loss or degradation caused to any vehicle as a result of the vehicle being stored outside.
 - 13.5 ML shall be entitled on fourteen days' prior notice to the customer to dispose of any vehicle or other goods in its possession or under its control, and thereafter to apply any sales proceeds in discharge of any sums due and owing from the customer to ML, including any expenses incurred in connection with the disposal, and shall account to the customer for any remaining balance of the sales proceeds realised, if:
 - 13.5.1 any sums due and owing from the customer to ML remain unpaid for 90 days from the date of invoice;
 - 13.5.2 contrary to clause 13.2 a vehicle remains uncollected after 3 months or when the storage charges and/or any other sums due and owing from a customer to ML exceed in our reasonable opinion the sales value of a vehicle.
- Notwithstanding the disposal of any vehicle, the customer shall continue to be liable for any sums due and owing from the customer to ML but remaining undischarged following the disposal of the vehicle.
14. Any notice given hereunder must be in writing and sent by recorded post or other means providing a record of delivery to the last known residential or business address of the person to whom it is addressed. Customers must provide ML with up-to-date address details, telephone number and other relevant contact details and must inform ML promptly when such details change.
 15. Notwithstanding the provisions of this agreement the Customer shall be at liberty before the expiry of 7 days after notification to him that the goods have been completed for delivery to arrange for a finance company to purchase the goods from the Seller at the price payable hereunder. Upon the purchase of the goods by such finance company any used vehicle for which an allowance was there under agreed to be made to the Customer shall be bought by the Seller at a price equal to such an allowance, upon the condition set forth in clause 12 above (save that in (c) and (d) thereof all references to "delivery" or "delivered" in relation to "the goods" shall be construed as meaning, delivery or delivered by the Seller to or to the order of the finance company) and the Seller shall be accountable to the finance company on behalf of the Customer for the said price and any deposit paid by him under this agreement.
 16. Any mechanical or other faults arising during the period where the vehicle is in the possession of ML will be the responsibility of the client, whether occurring during road tests or otherwise. ML will not be liable for any costs arising from such faults or defects.
 17. This agreement (and any document specifically referred to in these terms and conditions or overleaf) constitutes the entire agreement and understanding between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, other than fraudulent representations, whether written or oral, relating to its subject matter, and this agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party hereto
 18. This agreement shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
 19. If any provision of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this agreement, and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect. V.18