

## **1. bee-EVs Terms & Conditions For Sale (2020v1)**

- 1.1. These contract terms shall be governed by the Laws of England and Wales and the jurisdiction of the English Courts.
- 1.2. “bee-EV’s” is a trading style of The Little Green Bee Limited, registered in England and Wales 12296555

## **2. Contract**

- 2.1. The order for sale of goods (including motor vehicles), (“the Goods”) by us (“bee-EVs”) at the agreed price (“*the Total Retail Price*”) and any allowance in respect of used goods (including motor vehicles), offered by you (“*the Customer*”) incorporates the following clauses and only becomes binding after being accepted by us.
- 2.2. The order shall constitute the entire contract between the parties, except where varied by joint agreement between you and us. We are legally obliged to provide the goods specified on the Invoice/Order Form to the terms of the contract.

## **3. Distance & Off-Premises Contract**

- 3.1. In accordance with The Consumer Contracts Regulations 2013, if the Customer as a private consumer entered into this contract (1) prior to a face-to-face meeting with bee-EVs or (2) after placing an order during the simultaneous physical presence of the Customer and bee-EVs at a place which is not bee-EVs premises or (3) immediately after the Customer was addressed during the simultaneous physical presence of the Customer and bee-EVs at a place which is not bee-EVs premises then the Customer may cancel the contract without giving any reason up to 14 days after the day upon which the Customer (or anyone on the Customer’s behalf) takes possession of the Goods.
- 3.2. The Customer shall indicate an intention to cancel the contract using a clear statement sent via e-mail and by post, which may use the model cancellation form enclosed with these terms. To meet the cancellation deadline, it is sufficient for the Customer to send the communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 3.3. On cancellation bee-EVs shall reimburse to the Customer all payments received from the Customer including any delivery charges.
  - 3.3.1. Where the Customer expressly chose a more expensive delivery method, the Customer will only be reimbursed for the value of the least expensive delivery method.
- 3.4. The Customer shall return the Goods to bee-EVs without undue delay and in any event not later than 14 days after the day on which the Customer advises bee-EVs cancellation at the Customer’s cost.
  - 3.4.1. In the case of motor vehicles, the cost of returning the Goods to bee-EVs is likely to exceed £100. If the Customer fails to deliver the Goods to bee-EVs, bee-EVs may make a charge for its direct costs of recovering the Goods from the Customer deduct this charge from any sum that bee-EVs must reimburse to the Customer.
  - 3.4.2. In the case of motor vehicles, if the value of the Goods has been diminished because of unreasonable handling or usage of the Goods whilst in the possession of the Customer, including accumulating a mileage exceeding 250 miles and/or any alteration or damage, then bee-EVs shall deduct an amount from any sum that bee-EVs must reimburse to the customer to compensate for unreasonable usage of the Goods at a rate of 20 pence/mile and/or including the cost of any repair work required.
  - 3.4.3. bee-EVs will reimburse the Customer using the same means of payment as the Customer used (unless otherwise agreed) without undue delay and in any event within 14 days after bee-EVs received the returned Goods.
  - 3.4.4. On cancellation any related credit agreement or other ancillary contract will be cancelled. If the cancelled contract involved a part-exchange, bee-EVs will return the part-exchange or pay the agreed part-exchange value to the Customer at bee-EVs discretion.

3.4.5. If the Goods are made to the Customer's specifications or clearly personalised then the Customer does not have the right to cancel the contract.

#### **4. Cancellation**

4.1. Except as provided by law, or under clauses within section 4 of these terms and conditions, no order which has been accepted by bee-EVs may be cancelled by the Customer except with the agreement in writing of bee-EVs and on terms that the Customer's deposit shall be forfeit and further that the Customer shall indemnify bee-EVs in full against any loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by bee-EVs as a result of cancellation.

#### **5. Termination / Suspension**

5.1. In the event that (1) the Customer is a company and makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrative receiver appointed or goes into Insolvent liquidation; or (2) the Customer is a partnership and becomes wound-up or a receiver is appointed or if It enters into an Individual voluntary arrangement: or (3) the Customer is an individual and enters into an arrangement, compromise or composition in satisfaction of debts with his creditors or a bankruptcy; or (4) if bee-EVs reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer or that the Customer will be unable to meet its financial obligations in respect of this agreement or (5) if the Customer is in material breach of any obligations under the contract then, without prejudice to any other right or remedy available to bee-EVs shall be entitled to cancel this contract or suspend delivery under this contract and forfeit any deposit paid by the Customer without any liability to the Customer, and if the Goods shall have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### **6. Data & Privacy**

6.1. bee-EVs shall keep and use any data relating to the Customer in accordance with the provisions of any relevant data protection legislation and the Customer consents to such data being kept and used for appropriate purposes.

6.2. bee-EVs shall maintain data control in accordance with its Privacy Policy which will be available here: <https://bee-evs.co.uk/index.php/gdpr-privacy-policy>

#### **7. Warranty & Service Plan**

7.1. In the case of the Goods being a second-hand vehicle, bee-EVs shall transfer to the customer the unexpired portion of the manufacturer's warranty (if any) together with any used car warranty made available with respect to the Goods as stated on the front of the order. The Customer acknowledges that in the case of the Goods being a second-hand vehicle the Goods will be sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage: and subject to paintwork and/or bodywork repairs that may have been carried out to it.

#### **8. Examination of Goods**

8.1. Prior to signing the order form the Customer shall examine the Goods to be purchased (if such are available for inspection) and the Customer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by bee-EVs to the Customer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

- 8.2. The Customer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon bee-EVs skill or knowledge regarding the Goods' fitness for any particular purpose or use.

## **9. Defective Goods**

- 9.1. Without prejudice to clause 7 above any claim by the Customer which is based on any defect in the quality or condition of the Goods on delivery or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to bee-EVs within 14 days from the date of collection of the Goods or the date of refusal of delivery as the case may be, or (where the defect or failure is not apparent upon reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Customer does not notify bee-EVs as above the Customer shall be deemed to have accepted the Goods.

## **10. Delivery**

- 10.1. bee-EVs will use its best endeavours to secure a delivery date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of bee-EVs.
- 10.2. The Goods may be delivered by bee-EVs or its agent in advance of the estimated delivery date upon giving 14 days prior notice to the Customer.
- 10.3. If the Goods are not delivered within three calendar months of the estimated delivery date (if any) the Customer or bee-EVs may elect by notice in writing to the other party to cancel this contract. Upon such cancellation the Customer's deposit shall be returned and bee-EVs shall be under no further liability to the Customer. In the event that no estimated delivery date is given, bee-EVs will deliver the Goods within 1 month of the Goods being made available to it.
- 10.4. Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Customer and bee-EVs has given notice to the Customer that the Goods are ready for collection. The Goods will be physically delivered by bee-EVs to the Customer only where agreed by bee-EVs and at the Customer's cost.
- 10.5. bee-EVs may at any time cancel the contract if the manufacturer ceases to make the Goods or if the manufacturer ceases to supply the Goods to the UK market.

## **11. Price & Payment**

- 11.1. The Customer shall not be permitted to collect and take away the Goods until the Total Retail Price of the Goods as stated overleaf has been discharged in full (without set-off or counterclaim) unless this condition has been expressly excluded in writing by an authorised representative of bee-EVs. Time of payment shall be of the essence.
- 11.2. If the Total Retail Price any part of the price for the Goods is to be paid by cheque whether bank or building society then prior notice of such payment shall be made to bee-EVs and the cheque must be paid to bee-EVs at least five banking days in advance of the estimated delivery date. A cheque given in payment or part payment shall not be treated as a discharge until the same has been cleared.
- 11.3. If the Total Retail Price or any part of the price for the Goods is to be paid by cash (the maximum amount of a cash payment that is permissible being £5,000 in value) or bankers draft then such payment or part payment may be made on the day of collection (subject to bee-EVs being given an opportunity to confirm the validity of such draft) provided that the Goods shall be collected within 14 days of delivery.
- 11.4. Notwithstanding the provisions of this contract the Customer may, within 7 days of receipt of notification that the Goods are ready for delivery, arrange for a finance company to purchase the Goods from bee-EVs at the price payable hereunder. bee-EVs shall not release the Goods until the Total Retail Price has been discharged in full, including receipt of cleared funds from the said finance company

## **12. Failure to collect goods**

- 12.1. If the Customer shall fail to collect and/or pay for the Goods within 14 days of delivery (as provided for in clause 10.4 then bee-EVs may at its option either store the Goods at the Customer's cost or, upon giving the Customer 7 days' notice of its intention to do so, elect to treat the contract as repudiated by the Customer and thereupon any sums paid by the Customer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which bee-EVs may have suffered or incurred by reason of the Customer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and bee-EVs shall be under no further liability to the Customer. bee-EVs may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause).

### **13. Part Exchange**

- 13.1. In the event that bee-EVs agrees to accept a used motor vehicle from the Customer as partial payment of the Total Retail Price("Allowance") such agreement shall be subject to any warranties and/or declarations made on the face of the order or purchase Invoice in addition to the following conditions:
- 13.1.1. if any encumbrances or Interests are capable of cash settlement bee-EVs may elect to discharge such interests and deduct expenditure from the exchange value offered;
  - 13.1.2. the used motor vehicle will be delivered in the same condition as at the date it was examined by bee-EVs (fair wear and tear excepted);
  - 13.1.3. the used motor vehicle shall be delivered to bee-EVs upon collection of the Goods together with all spare key sets, spare alarm remotes, registration documents, service documentation, MOT certificate, service invoices, warranty documentation and all other appropriate documentation and with the registration book completed and for the avoidance of doubt the Customer shall not be permitted to collect the Goods until the used motor vehicle shall have been delivered to bee-EVs;
  - 13.1.4. title to the used motor vehicle shall pass absolutely on delivery to bee-EVs;
  - 13.1.5. the exchange value quoted by bee-EVs shall be binding on bee-EVs for 14 calendar days from the date of the order, unless a different period is stipulated in the order. If the exchange value is no longer binding on bee-EVs when the Goods are ready for delivery, bee-EVs will give a current figure for the value of such part exchange, at which point the Customer will have the option to accept the revised part exchange value or not to part-exchange such used motor vehicle, provided always that the Customer shall still be obliged to purchase the Goods
- 13.2. In the event that any of the warranties or declarations provided in respect of the used motor vehicle prove to be untrue or there is a breach of trust, bee-EVs shall be entitled to revise the Allowance to take account of such breach and where there is a reduction in the Allowance the Customer shall be liable to pay the difference between the original and reduced Allowances to ensure payment of the Total Retail Price of the Goods in accordance with clause 11.1 of these terms and conditions.

### **14. Claims**

- 14.1. Without prejudice to the terms of the manufacturer's warranty, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to bee-EVs, bee-EVs shall be entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Customer the price of the Goods (or a proportion part of the price), but bee-EVs shall have no further liability to the Customer. bee-EVs will not be liable where any defect results from or is worsened by wear and tear.

### **15. Sale to intermediaries**

- 15.1. The Customer confirms that It Is not purchasing the Goods as an Intermediary or reseller unless specifically agreed by bee-EVs to the contrary. bee-EVs may, at its discretion refuse to change the Customer's details or identity on the order or register the Goods to anybody other than the Customer.

**16. Retention of title**

- 16.1. Notwithstanding delivery, collection and/or the passing of risk in the Goods, or any other provision of these terms and conditions, the property in the Goods shall not pass to the Customer until the Total Retail Price has been discharged in full and, in the case of a payment by cheque, the cheque has been cleared.
- 16.2. Until such time as the property in the Goods passes to the Customer, the Customer shall keep the Goods property stored, protected and insured and identified as bee-EVs property. Further, bee-EVs shall be entitled at any time to require the Customer to deliver up the Goods to bee-EVs and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 16.3. The Customer shall not be entitled to sell, pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of bee-EVs, but if the Customer does so all monies owing by the Customer to bee-EVs shall (without prejudice to any other right or remedy of bee-EVs forthwith, become due and payable.

**17. Liability**

- 17.1. Except in respect of death or personal injury caused by bee-EVs negligence, or any loss caused by the fraud of bee-EVs shall not be liable to the Customer by reason of any representation, or any implied warranty, condition other terms, or any duty at common law under the express terms of this contract, for:
- 17.1.1. any loss or damage Incurred by the Customer 85 a result of third party claims.;
  - 17.1.2. loss of actual or anticipated profits;
  - 17.1.3. loss of business opportunity;
  - 17.1.4. loss of anticipated savings;
  - 17.1.5. loss of goodwill;
  - 17.1.6. injury to reputation;
  - 17.1.7. any indirect, special or consequential loss or damage howsoever caused even if bee-EVs was advised of the possibility of them in advance; or
  - 17.1.8. any direct or indirect loss or disappointment caused by the cancellation of the contract which arise out of or in connection with the supply of the Goods or their resale by the Customer, except as expressly provided in these terms and conditions.
- 17.2. Nothing in this clause shall operate to restrict or exclude bee-EVs liability or limit the Customer's rights in any way that cannot be restricted, excluded or limited by law.

**18. Notices**

- 18.1. Any notice that is given hereunder may be given in writing, by electronic mail or communicated verbally. Notices in writing shall be posted or faxed to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received, in the case of facsimile Of electronic mail on the day of transmission and in the case of notice given by post, within two days of posting.

**19. Waiver**

- 19.1. Any waiver by bee-EVs or the Customer of any breach of contract by the other shall be in writing and shall not be considered as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either party to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.

## **20. Invalidity of these terms**

- 20.1. If any provisions of these terms and conditions is held by any competent authority to be Invalid or unenforceable In whole or in part the validity of the remaining provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby. As far as it is possible to do so any clause that Is in whole or in part invalid or unenforceable shall be Interpreted with the minimum possible amendment so that the clause or part thereof Is found to be valid and/or enforceable and gives effect as far as possible to the previously expressed intention of the clause.

## Model Cancellation Form

**To: The Little Green Bee Limited t/a bee-EVs**

Via mail: % Dafferns Ltd, One Eastwood, Coventry, CV3 2UB

Via Electronic Mail: sales@bee-EVs.co.uk

I/We[\*] hereby give notice that I/We[\*] cancel my/our[\*] contract of sale of the following goods / for the supply of the following service [\*],

Ordered on / received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (or digital equivalent),

Date

*[\*] Delete as appropriate*