

TERMS AND CONDITIONS

Introduction

The CAR FINDING SERVICE.com is a Sole Trading Business operated by Darren Crook and is based in Sowerby Bridge, Halifax, West Yorkshire.

'I' 'Me' refers to Darren Crook.

'You' or 'Your' refers to you the customer.

'Seller' refers to the third party who you buy your vehicle from.

'New Vehicle' does not mean brand new, it is a term used to indicate that the vehicle is new to you.

'Vehicle' – refers to Car, Van, Motorhome.

Please read the Terms and Conditions carefully before accessing and using this website.

By accessing or using any part of this site, you agree to be bound by the Terms and Conditions.

If you do not agree with all the Terms and Conditions stated then you may not access the website or use this service.

If you choose to use this service you agree to be bound by the Terms and Conditions.

You expressly agree that your use of this service is at your sole risk.

I reserve the right to refuse the service to anyone for any reason at anytime.

I reserve the right to modify or discontinue the service without notice at anytime.

I reserve the right to amend and or update the service and or the Terms and Conditions at anytime.

Details of the changes for both the service and the Terms and Conditions will be timed and dated and retained by myself for future reference.

The website will be updated with changes to the service and the Terms and Conditions as soon as reasonably practicable.

It remains your responsibility to check the website for the current service offered and the Terms and Conditions.

If you have any questions about the service or the Terms and Conditions please contact me – 07919 166638 or darrenmcrook@gmail.com and I will be more than happy to assist you.

Free Consultation

I offer a free no obligation consultation prior to you deciding if you wish to use my service.

I am more than happy to discuss your requirements verbally and I will also reply to any written requests for information.

The purpose of the initial consultation is for me to manage your expectations at an early stage and provide you with sufficient information to enable you to decide if my service is suitable for you.

I will need to ascertain the type of vehicle you require, the budget available, how the purchase might be funded, details of any part exchange and your expected value of the said vehicle, time factors and timing for the new vehicle required and any part exchange. I will also give you an indication but this is not a guarantee as to how much money I might be able to save you should you decide to use my service.

If you are unsure at the consultation stage of the exact vehicle you require, I can provide you with information based on other factors that you give me as to the types of vehicle available at that time which may fit your requirements. You should then be in a better position to make an informed choice of the exact vehicle you require.

You are under no obligation to use my service during or after the consultation process.

The Service

1. I provide a Car Finding Service, I do not buy or sell vehicles.
2. My obligation to you is to find you a vehicle based on your criteria provided to me in writing prior to any search beginning.
3. You must remain in contact with me for me to provide you with regular updates on the progression of the search.
I will inform you as soon as practicable when there are time critical updates that I need to speak to you about which require an informed decision by yourself.
If you are unavailable to speak to for certain parts of any day of the week including weekends, please let me know in advance where possible.
4. I reserve the right to source the required vehicle using any available open source information on the World Wide Web (www) even though it may be obvious to you of that information, and subsequently charge you a finding fee.
5. If you change any of your initial criteria at anytime once the search has started, you must inform me in writing before the search continues.
6. I cannot guarantee I will save you money on your new vehicle whether it is new or used.
7. The service I provide does not always require me to negotiate a discount as the vehicle offered for sale may have already been discounted at that time or is at a competitive price when offered for sale and the seller will not reduce the price.

8. The service I provide is about finding the right vehicle for you based on your criteria and within your budget.
9. You may have to visit a car showroom/dealership at anytime during the Finding Service process to satisfy yourself about personal preferences concerning a similar vehicle that you have asked me to find for you. I will endeavour to assist you wherever possible and only where I cannot resolve something that is a personal preference to you will I ask you to visit a car showroom/ dealership to make the right choice for you. Examples of the aforementioned could be to test drive a vehicle or choose a colour whether that be exterior or interior, or to make enquiries into optional extras that you might require.
10. There is no time limit involved in the finding process.
11. You have the right to ask me to continue the search until you are satisfied that I have found you the right vehicle within the specified criteria, providing I have not informed you previously either verbally or in writing that the criteria is unrealistic and not likely to be achieved within a reasonable time period specified.
12. Once I have fulfilled your criteria provided to me, then this will trigger the finding fee, the service having been completed.
13. If you choose not to complete your contract with the seller for any reason after I have found your specified vehicle based on your criteria provided to me, or choose to delay buying the vehicle for any reason, then the full finding fee is still payable as per the payment Terms and Conditions.
14. If you ask me to complete a further finding service at a later date as a result of not completing your contract with the seller or delaying the buying of the vehicle, then a further finding fee will be charged unless the same vehicle is available for sale with the original seller at the previously agreed price or lower.

15. I am not regulated by the Financial Conduct Authority (FCA) to carry out regulated financial service activities and offer credit to consumers.

16. I will ask for finance quotes from the seller if applicable, on your behalf based on your criteria if this involves borrowing money to finance your vehicle purchase. You will be made aware of those quotes either verbally and /or in writing to help you make an informed decision as to if the vehicle you require is within your budget.

17. If you decide to enter into a contract to buy a vehicle from the seller subject to having any finance approved by the sellers lender, it will be your responsibility to provide the seller with your relevant personal details sufficient for a credit check to be carried out on you as an individual.

18. If you are refused credit from any lender of your choice which prevents you from buying the vehicle I have found from the seller, I will endeavour to find you a vehicle should you choose to amend your criteria at that time to include a revised budget.
My finding fee will remain the same.

19. I provide no warranty for any vehicles that I find, nor do I give any guarantees as to the condition of the vehicle, the history of the vehicle including any outstanding finance or that it will be free from any defects.

I will ascertain as much information as I can from the seller and I will inform you of that information to enable you to make an informed decision as to if the vehicle is the right one for you.

20. It is your responsibility prior to buying the vehicle from the seller to satisfy yourself of the condition of the vehicle and its history.

I cannot be held responsible if you choose not to complete any checks prior to the sale with the seller and you later discover that the vehicle has hidden history and or hidden problems either mechanical operational, bodywork or structural, and if you had known this before you bought the vehicle from the seller, you would not have proceeded with the sale or paid the price for the vehicle that you did if you still chose to go ahead with the sale, knowing of the hidden history and or mechanical, operational, bodywork or structural issues.

You may decide to choose to use one of several available tools that are available to the public when buying a vehicle to provide you with the required checks.

There are checks that you can ask to be performed by companies who scrutinise the history of any motorised vehicle registered in the UK. The checks will alert you to any worrying information held against the vehicle by finance and insurance companies, the DVLA, the Police and other industry bodies.

This is probably the most important check you will do before buying a used vehicle and should be your first line of defence against vehicle fraud.

You should consider the following checks about the vehicle:

Recorded As Stolen

Insurance Write Off

Outstanding Finance

Number Of Previous Owners

Recorded As Scrapped

Log Book Check

MOT History Check

Mileage Discrepancies

Registration Plate Changes

Imported / Exported

Valuation

VIN / Chassis

Estimated Fuel And Ongoing Running Costs

21. Having satisfied yourself of the above mentioned checks, it is your responsibility to physically view the vehicle and test drive it to ensure you are completely satisfied before you agree to a sale with the seller.

22. You should consider employing the services of an independent vehicle examiner who will ensure that the vehicle is mechanically and structurally sound by examining the mechanics, the vehicle operations and bodywork.

The examination may identify hidden problems that you might not be aware of which could lead to costly repairs

23. If you choose not to proceed with the sale of the vehicle I have found for you for any of the reasons outlined at points 20 and 22, I will continue the finding service in the normal way at no extra cost to you until I have sourced the vehicle based on your criteria and that you are satisfied with.

24. Any cost for checks of the proposed vehicle purchase and any subsequent examination will be at your expense and I will not be liable for any financial expense you may have incurred should you decide not to proceed with the sale of the vehicle.

25. I will provide you with details of the seller, the vehicle and agreed price when I have found the vehicle based on your criteria.

At that point, subject to you choosing to complete the above mentioned checks, vehicle inspection and viewing the vehicle, it will be your responsibility

to confirm with the seller the details of the vehicle which you require under your specified criteria and satisfy yourself that the vehicle I have found is to your satisfaction.

You must also confirm with the seller the agreed price and terms of payment that I have informed you about which I have previously agreed with the seller.

26. The contract of sale is between you and the seller. I do not handle any of your money. You will pay the seller a deposit to secure the vehicle if applicable and appropriate. You will also pay any further monies to the seller if required when you are satisfied that I have sourced the specified vehicle based on your criteria provided to me in order for you to complete the sale of purchase.

27. You agree to me providing your personal details to the seller i.e., name, telephone number, current home address and E Mail address. I will also provide you with the sellers details to enable you to form a contract with the seller as soon as reasonably practicable to ensure that the vehicle is not reserved, sold to another person or the conditional 'offer' to me on your behalf is withdrawn.

From that point onwards my obligation to you is complete, subject of course to you completing any checks, inspection and viewing of the vehicle which may result in the sale not proceeding if the vehicle is not to your satisfaction.

28. If you use my service and instruct me to ask the seller to part exchange your vehicle, I will provide details of your current vehicle to potential sellers to obtain a valuation. I will inform you of that valuation as part of my service in order that you can make an informed decision as to if the changeover price for your proposed new vehicle is satisfactory and within your budget that you have provided to me as part of your criteria.

29. Prior to me starting the search you must if applicable provide to me the following information about your current vehicle:

Registration Number

Make

Model

Model Variant

Mileage

Body Type

Fuel Type

Engine Size

Gearbox

Number Of Doors

Colour Of Exterior

Colour Of Interior

Number Of Previous Owners (Excluding you)

Any Additional Options Fitted

Any Modifications

MOT Expiry Date

Service History

Condition Of Vehicle – Marks, Scratches, Dents, Imperfections to both Interior and Exterior

Any Non Working Components

Any Previous Accident Damage which Has Or Has Not Been Repaired

Any Other Information Which May Assist The Seller To Provide An Accurate Valuation

Your Expected Valuation Which Would Satisfy You To Part Exchange With The Seller

Outstanding Finance

Type Of Current Agreement You May Be In i.e. PCP, PCH And The Date That The Contract Ceases

Any Future Optional Payment (Guaranteed Future Value If PCP)

Photographs And Or Video Which May Assist The Seller To Provide A True Valuation

30. Failure to provide accurate information may result in the seller providing you with a lower valuation upon inspection of the vehicle at the point of sale.

31. I reserve the right to charge you my full finding fee if the part exchange of your vehicle against your new vehicle does not go ahead you due to misleading or inaccurate information being provided to me and / or the seller by you which results in a lower valuation upon inspection by the seller and but for the aforementioned, the sale between you and the seller would have been concluded.

32. Delivery of your vehicle is not included in my finding fee.

33. If you wish me to collect your vehicle where this is possible, practicable and agreed by the seller, then a further fee payable by you will be incurred in addition to my finding fee.

Details will be provided of the further fee upon your request in writing. Factors in determining the additional fee will be assessed by me at that time of your request depending on distance, time involved and reasonable costs for me to collect the vehicle and deliver it to your home address.

34. I reserve the right to decline to collect your vehicle without reason.
35. Unless otherwise specified to you during the finding process, it is your responsibility to visit the seller to complete the sale, view your new vehicle and take your part exchange vehicle where applicable.
36. I reserve the right to source your required vehicle within the United Kingdom i.e. England, Scotland, Wales and Northern Ireland.
37. On occasions delivery of your new vehicle will be included in the price provided by the seller. You must inform me in writing should you wish to collect the vehicle in person from the seller.
38. Should you require delivery of your new vehicle from the seller which is not included in the price, it remains your responsibility to arrange this with the seller and any cost involved will be at your expense.
39. You have the right to ask me to limit my search to a distance in the United Kingdom that you are prepared to travel to view, inspect and collect your vehicle. This request must be in writing and can be made at anytime throughout the finding process and will form part of your criteria that will be used to find your specified vehicle.
40. Prior to collecting your new vehicle, I will provide you in writing with a bespoke checklist which may assist you prior to and upon collection of your new vehicle.

The checklist will include details of the vehicle you have agreed to buy, the price, payment terms and details of the seller. It will also include some useful information which may assist you to ensure that the sale proceeds in a smooth and timely manner. The checklist is by no means an exhaustive list and you

should treat the information as possibly providing you with assistance and not a definitive list that you rely on. You may need to add, remove or amend any of the information to suit your personal circumstances of which I will not be aware of.

41. I will provide you with an invoice for my finding fee at the appropriate time as documented under the heading 'Payment'.

42. If you wish to make a complaint about my service, provide feedback or bring to my attention anything which you feel I need to be aware of please contact me in the first instance if you choose via my mobile – 07919 166638 and or via my E Mail address – darrenmcrook@gmail.com

Cancellation Of The Service

1. You have the right to cancel my service with or without any reason by informing me in writing within 14 calendar days of asking me to provide my service, the first day being the day after you have asked me to provide the service. This period is referred to as 'the cooling off period' and you will not incur any charges for any work that I have completed.

2. I reserve the right to charge you 50% of my full finding fee should you choose to use my service after the free consultation period but then decide to cancel my service at anytime with or without reason after the 14 day 'cooling off period' prior to me fulfilling my obligation to you.

The cancellation fee is payable under the same Terms and Conditions as if I had fulfilled my obligation to you i.e. within 21 days, the first day beginning after you have informed me in writing that you wish to cancel my service.

3. I reserve the right to charge you the full finding fee if you have agreed to use my service and then after the 14 day 'cooling off period' and at anytime before the process has been completed, you find your own vehicle whether it be the same vehicle specified in your criteria or otherwise, and whether the vehicle you have sourced yourself is a better or worse deal than I had found at the time I became aware that you had sourced your own vehicle.

The fee is payable within 21 days, the first day beginning the day after I became aware that you have sourced your own vehicle.

4. I reserve the right to charge you the full finding fee if you have agreed to use my service and then after the 14 day 'cooling off period' you find a vehicle whether it be a vehicle specified in your criteria or otherwise and then ask me to do some work around that vehicle to ascertain if the vehicle could be the best price and a better price than I have obtained at the time of your request. Having done that work if it transpires that the vehicle is the best price and you subsequently buy the vehicle from the seller with or without any further assistance from me then the full finding fee is payable.

I reserve the right to trigger the full finding fee based on the fact that without me completing further work at your request you would not have known if you had obtained the better price at that time.

5. I reserve the right to charge you 50% of my full finding fee should you decide to cancel my service after the 14 day 'cooling off period' having been refused credit to enable you to purchase your new vehicle.

The fee is payable within 21 days, the first day being the day after I am aware that you have been refused credit.

6. I reserve the right to infer that you have cancelled my service if I have had no contact from you for a period of 21 consecutive days or more during the search and I have attempted to contact you.
The 21 day period begins after the 14 day 'cooling off period' and I have made all reasonable attempts to contact you using the contact details you provided to me at the start of the search.

7. If you decline to inform me in writing where specified that you wish to cancel my service after the 14 day 'cooling off period' I reserve the right to invoke the appropriate finding fee within the 21 day period beginning the following day after I became aware that you wished to cancel my service.

Payment

1. My finding fee is £500 and is shown on the Website 'THE CAR FINDING SERVICE.com'

2. My Finding Fee becomes payable within 21 days of you agreeing to buy your vehicle from the seller, the first day being the day after the agreement being made by means of a deposit or other written forms of agreement.

3. If you do not take possession of your vehicle within 21 days of the agreement with the seller my finding fee still remains payable within the above mentioned time period i.e. 21 days.

This situation may be applicable but not limited to a brand new unregistered vehicle which may not be available to you for several

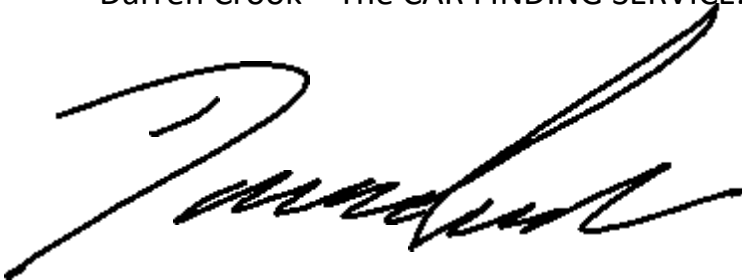
months due to the Manufacturers lead time for production of your new vehicle.

4. Completing your contract with the seller will trigger my finding fee.

5. I accept the following methods of payment:

- Bank Transfer, My Bank details will be sent to you with the invoice for payment upon completion of the finding process.
- Cash

Darren Crook – The CAR FINDING SERVICE.com

A handwritten signature in black ink, appearing to read 'Darren Crook', written in a cursive style.

Dated - 1st February 2019