

Terms and Conditions

1. Definitions

In these Terms and Conditions:

Insolvency Event an application, notice, resolution or order is made, passed or given for or in connection with Your bankruptcy, winding up, liquidation, dissolution, administration or reorganisation or You are subject to any other kind of insolvency event (including in another jurisdiction) or You enter into or have imposed on You any form of compromise or arrangement with Your creditors generally.

Order means your order for Parts as set out overleaf or in Our invoice.

Parts means parts and accessories We sell to You as set out overleaf or in Our invoice.

Vintage Bentley means William Medcalf Limited t/a Vintage Bentley (Company Number 05145025).

We/Our/Us means Vintage Bentley.

You/Your Vintage Bentley's customer being the individual or company to whom the Parts are supplied.

2. Our Agreement with You

- 2.1 These are the only Terms and Conditions on which Vintage Bentley supply Parts to you.
- 2.2 Images of Parts on our website and in Our literature are illustrative only. The actual Parts supplied may vary from those images.
- 2.3 All Parts which appear on our website are subject to availability.
- 2.4 We reserve the right to vary these Terms and Conditions on giving not less than 14 days prior written notice.

3. General

- 3.1 Vintage Bentley shall retain the ownership of all Parts supplied to you or fitted to your car by Us and ownership will only transfer to You upon Your settling in full Our invoice(s).
- 3.2 Vintage Bentley reserves the right to increase its prices without any prior notice.
- 3.3 If You Order Parts for export from the United Kingdom You shall be solely responsible for the importation of the Parts, including but not limited to any relevant laws and and/or regulation, and the payment of any applicable taxes and duties.

4. Estimates

- 4.1 Any estimate is Vintage Bentley's considered approximation of the likely cost of the Parts.
- 4.2 All estimates are estimates only and are not to be treated as firm quotations.
- 4.3 The estimate is based on the cost for the Parts at the time the estimate is given.

5. Estimates, Invoicing and Payment

- 5.1 If We provide You with an estimate for the price of the Parts it will remain valid for 30 days.
- 5.2 The price of the Parts may be increased above that given in any estimate by an amount attributable to (i) any suspension or alteration to the Parts due to Your delay in providing instructions or changing Your instructions, and (ii) any variation in taxes and duties or other costs between the date of the estimate and date of our invoice.
- 5.3 All Vintage Bentley invoices shall be paid on presentation unless otherwise set out overleaf or in Our invoice. No delivery of an Order shall be made until Your invoice has been paid in full unless you have an agreed credit account. You shall be responsible for the cost of any applicable delivery charges.

- 5.4 Payment must be made by bank transfer in Great British Pounds unless otherwise agreed by Vintage Bentley first in writing.
- 5.5 Vintage Bentley reserves the right to:
- 5.5.1 charge interest on all or any part of any invoice not settled in full by the due date at the greater of (i) 5%, and (ii) a rate of 5% above the base rate of the Bank of England, in each case until paid (even if that is after a court judgement); and
- 5.5.2 require payment on account at the time of the Order and/or at any subsequent times.
- 5.6 All invoices are subject to VAT at the prevailing rate, where applicable.
- 5.7 All payments received by Us which are not referenced to a particular invoice number shall be allocated by Us to the oldest debt first.
- 6. Events Outside Our Control**
- 6.1 Vintage Bentley will not be liable for any failure to perform, or delay in performance of, any of our obligations, under these Terms and Conditions that is caused by an Event Outside Our Control (“EOOC”). For the purpose of these Terms and Conditions an EOOC means an act or event beyond Vintage Bentley’s reasonable control, including without limitation, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation from war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, failure of public or private telecommunications networks, strikes, lock-outs or other industrial action, unavailability or parts or materials or personnel.
- 6.2 If an EOOC takes place which affects the performance of Vintage Bentley’s obligations under these Terms and Conditions we will contact You as soon as reasonably practicable to notify You and Our obligations under these Terms and Conditions will be extended for the duration of the EOOC.
- 7. Liability**
- 7.1 Where Parts are to be collected You shall arrange for collection within 14 days of being notified the Parts are ready for collection. All collections of Parts shall be made during Our normal working hours at Vintage Bentley, Hill Brow, Liss, Hampshire, GU33 7NX, United Kingdom.
- 7.2 If You fail to collect Your Parts in compliance with Clause 7.1 Vintage Bentley shall be entitled to charge storage costs until Your collection.
- 7.3 All risk in any Parts sold to You shall pass to You on completion of the Order or earlier delivery of Parts to You.
- 7.4 An Order shall be deemed completed when (i) You or Your agent collects Your Parts from Us or (ii) we dispatch your Parts to You.
- 7.5 Title to Parts we sell to You shall only pass once You have paid in full the relevant invoice for the Parts in question.
- 7.6 Until ownership of the Parts has passed to You, You shall:
- 7.6.1 store them so that they remain readily identifiable as belonging to Us;
- 7.6.2 not remove, deface or obscure any identifying mark or packaging on or relating to them; and
- 7.6.3 maintain them in satisfactory condition, keep them insured for their full value with a reputable insurer and ensure Our interest is noted on the policy and on request allow Us to inspect our Parts and the policy.
- 7.7 If before ownership of the Parts passes to You, You are subject to an Insolvency Event, then without limiting any other right We may have We may at any time:
- 7.7.1 require You to deliver to Us our Parts in Your possession which have not been resold, or irrevocably incorporated in to another product; and

7.7.2 if You fail to do so promptly, enter Your or any third party's premises where the relevant Parts are stored in order to recover them.

- 7.8 If Vintage Bentley fail to comply with these Terms and Conditions, Vintage Bentley shall only be responsible for loss or damage you suffer that is a foreseeable result of Vintage Bentley's breach of these Terms and Conditions or Vintage Bentley's negligence, but Vintage Bentley are not responsible for any loss or damage that is (i) not foreseeable (ii) not liable for any defect in a Part unless caused by Our negligence and such defect has been notified to Us within 7 (seven) days of (a) You becoming aware of it, or (b) from when You might reasonably be expected to have become aware of it, or (iii) which is not the result of Our breach of these Terms and Conditions or Our negligence. Any particular loss or damage is foreseeable only if at the time of this Agreement it was an obvious consequence of Our breach or negligence or it was clearly contemplated by both You and Vintage Bentley at the time of Your Order. You must make every effort to mitigate any loss. Time shall not be of the essence in respect of any of Vintage Bentley's obligations under this agreement and accordingly Vintage Bentley shall not be liable for any delay in supplying the Parts.
- 7.9 Subject always to the provisions of Clause 7.8, Vintage Bentley's maximum liability to you in connection with this Agreement shall be limited to the costs paid by you for the Parts or the amount of your proven loss whichever is the smallest.
- 7.10 Nothing in this Agreement shall exclude or limit the liability of Vintage Bentley for death or personal injury resulting from its negligence or fraud.

8 Our Rights to Cancel

- 8.1 Vintage Bentley may cancel Your Order at any time with immediate effect by giving You written notice if:
- 8.1.1 You do not pay Us when you should under clause 5. Cancellation does not affect Our right to charge You interest under clause 5; or
- 8.1.2 You breach this agreement in a material way and You do not remedy the situation within 7 days of Us asking You to in writing (or such longer period as We may specify); or
- 8.1.3 You are subject to an Insolvency Event; or
- 8.1.4 there is an EEOC which continues for 30 days or more and is still continuing.
- 8.2 If We cancel an Order under clause 8.1 You must still pay Vintage Bentley in the same manner and extent as provided in clause 5.3.

9 Contact

- 9.1 If you have any questions or if you have any complaints please contact us. You can contact Vintage Bentley by telephoning 01730 895511 or by writing to us.
- 9.2 If you wish to contact us in writing, or if a clause of these Terms and Conditions requires you to give Vintage Bentley notice, you can send this to Vintage Bentley by hand or by post to Vintage Bentley at Vintage Bentley, Hill Brow, Liss, Hampshire, GU33 7NX, United Kingdom. Vintage Bentley will confirm receipt of this by contacting you in writing at the postal address set out overleaf.

10 Lien

- 10.1 Vintage Bentley shall have a lien on Your Parts and any other of Your assets in Our possession until all sums due to Us have been paid.
- 10.2 After giving you 60 days' notice Vintage Bentley shall have the right to sell or dispose of your Parts or any other assets as Your agent and at Your expense and apply the proceeds towards the payment of the sums due to Us. Upon accounting to You for any balance remaining after payment of all payments due to Vintage Bentley and costs of sale or disposal including any storage costs, Vintage Bentley shall be discharged of all liability in respect of Your Parts and other assets.

11. Returns

Parts supplied by Us to You can only be returned with prior approval. You must obtain a returns authorisation number and include this clearly on all documentation relating to returned Parts. Please email parts@vintagebentley.com to obtain a return authorisation number. Returned Parts will be subject to a restocking charge of 25%.

12. Miscellaneous

- 12.1 This agreement is between Vintage Bentley and You. No other person shall have any rights to enforce any of its terms.
- 12.2 Only Vintage Bentley may transfer its rights and obligations under these Terms and Conditions to another party. Vintage Bentley will notify You if this happens but this will not affect Your rights or Vintage Bentley's obligations under these Terms and Conditions.
- 12.3 If Vintage Bentley fail to insist that You perform any of Your obligations under these Terms and Conditions, or if Vintage Bentley do not enforce Our rights against You, or if Vintage Bentley delays in doing so, that will not mean that Vintage Bentley have waived Our rights against You and will not mean that You do not have to comply with those obligations. If Vintage Bentley do waive a default by You, we will only do so in writing, and that will mean that Vintage Bentley will automatically waive any later default by You.
- 12.4 Each clause of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining clauses will remain in full force and effect.
- 12.5 These Terms and Conditions shall be governed by English law and any dispute in connection with them or any claim You may bring against Vintage Bentley (whether in contract or tort) shall be determined exclusively by the courts of England and Wales to whose jurisdiction we both hereby irrevocably submit.

13. Cancellation Right

- 13.1 If You are a consumer and Your Order for Parts is concluded "off premises" You may have the right to cancel the Order for Parts at any time from the date the Order is made until 14 days after the Parts come into Your physical possession without giving any reason.
- 13.2 If You seek to exercise Your right to cancel You must give written notice to Vintage Bentley of Your decision to cancel Your Order for Parts by a clear statement (e.g., by email or letter). You may use the Model Cancellation Form set out below, but it is not obligatory. Vintage Bentley's contact details are set out in these Terms and Conditions and repeated in the Model Cancellation Form.
- 13.3 You must send notice of Your exercise of the right to cancel within 14 days of taking physical possession of the Parts.
- 13.4 If You cancel Your Order for Parts Vintage Bentley will reimburse You all payments received from You including, if applicable, the costs of delivery (except for supplemental costs if You choose a type of delivery other than the least expensive type offered by Vintage Bentley).
- 13.5 Vintage Bentley may make a deduction from the reimbursement for any loss in value of the Parts supplied as a result of any unnecessary handling by You.
- 13.6 Vintage Bentley will make the reimbursement without undue delay, and not later than 14 days after the day Vintage Bentley receives back the Parts.
- 13.7 Vintage Bentley will make the reimbursement using the same means of payment as You used for the initial transaction, unless You expressly agree otherwise; in any event, Vintage Bentley will not incur any costs as a result of the reimbursement. Vintage Bentley may withhold reimbursement until Vintage Bentley has received the Parts back.
- 13.8 You shall bear all the direct costs of returning the Parts unless the Parts are damaged or defective.

MODEL CANCELLATION NOTICE

To: Vintage Bentley
Hill Brow
Liss
Hampshire
GU33 7NX
United Kingdom

Telephone: 01730 895511

email: parts@vintagebentley.com

I/We hereby give notice that I/we wish to cancel the Order

Date of Order:

Order delivered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date: