



KENNINGTON CAR SALES LIMITED — TERMS & CONDITIONS

Welcome to Kennington Car Sales Limited. Our primary objective is to deliver a seamless, transparent, and premium vehicle procurement experience. This document outlines our standard dealer group procedures, operational timelines, and aftersales service frameworks, ensuring absolute clarity and total peace of mind throughout your vehicle ownership journey.

Nothing contained within these commercial policies limits, restricts, or affects a consumer's mandatory statutory rights under the *Consumer Rights Act 2015* or the *Consumer Contracts Regulations 2013*.

SECTION 1: VEHICLE SUPPLY ASSURANCES & COMMERCIAL OUTRIGHT EXCLUSIONS

- **1.1 HM Revenue & Customs Second-Hand Margin Scheme:** All pre-owned vehicle provisions are executed strictly in accordance with the HM Revenue and Customs (HMRC) Second-Hand Margin Scheme rules. Input tax deduction cannot be claimed by the Buyer. No Value Added Tax (VAT) is claimable, recoverable, or itemised separately on any sales documentation (Margin Scheme - Second Hand Goods).
- **1.2 Pre-Owned Vehicle Characteristics:** As an authorised specialist in high-quality pre-owned vehicles, the Company ensures all stock undergoes diligent pre-delivery preparation. The Buyer acknowledges that pre-owned vehicles naturally carry historical characteristics, fair wear, and minor cosmetic features directly commensurate with their recorded age and mileage. Digital specifications and technical descriptions serve as a general configuration guide; we enthusiastically encourage and support buyers in conducting a comprehensive physical verification of vehicle features and historical provenance to their complete satisfaction prior to delivery.
- **1.3 Commercial Use & Business-to-Business (B2B) Sales:** The standard consumer protections established under UK law apply strictly to private consumer transactions executed wholly outside a consumer's trade or profession. If a vehicle asset is purchased, invoiced to, or deployed for commercial operations, business use, limited company assets, sole-trader trade, taxi operations, private hire, courier services, logistical fulfilment, driving instruction, or sub-hire reward, the transaction is classified strictly as a Business-to-Business (B2B) Contract. Under these commercial circumstances, all implied terms regarding satisfactory quality, durability, or fitness for purpose are entirely excluded from the contract under the *Sale of Goods Act 1979*.

SECTION 2: DIGITAL RESERVATIONS, DEPOSITS & OPERATIONAL BALANCES

- **2.1 Off-Premises Distance Reservations:** To provide our patrons with a convenient procurement route, a distance holding fee of £99.00 secures an exclusive option to purchase for a maximum duration of 4 days (96 hours), temporarily withdrawing the vehicle from open marketing. If, following a physical inspection and test drive at our premises within this 4-day window, the Customer determines that the asset is not the perfect fit, the holding fee is gladly refundable. To cover non-recoverable payment gateway merchant transaction costs and automated processing overheads, a fixed administrative processing fee of £5.00 is strictly retained and deducted from the returned balance. Following formal cancellation, the stock is re-allocated to open public sale. Deposits delivered *on-premises* following a physical inspection represent a formal commitment to purchase and are strictly non-refundable.
- **2.2 Funding Clearances and Delivery Handover Timelines:** To maintain our vehicle preparation schedules, all orders are subject to full cleared funding arriving in the Company's primary bank account (or formal dealer-authorized finance provider disbursement confirmation being fully finalised) within 48 hours of initial deposit placement. Physical vehicle collection or scheduled home delivery must be completed within 4 days (96 hours) of the initial deposit. Failure to complete funding or scheduling within these standard periods entitles the Company to cancel the order, process the standard £5.00 payment gateway deduction, and re-introduce the stock to public marketing.
- **2.3 Dealership Preparation & Administration Fee:** All completed vehicle supply transactions are subject to a standard, non-negotiable Dealership Administration Fee of £249.00. This fee directly covers mandatory pre-delivery operational requirements, including independent HPI history provenance validation, anti-money laundering (AML) compliance screening, digital identity verification checks, electronic DVLA registered keeper processing, and contract documentation execution. Upon physical handover, these immediate setup services are fully executed; consequently, this fee is strictly non-refundable under any subsequent voluntary cancellation, contract unwind, or statutory contract termination.

SECTION 3: INVOICE SETTLEMENT, DAILY INTEREST & STORAGE OVERHEADS

- **3.1 Cleared Consideration Requirement:** Consideration for the vehicle asset may be delivered via bank transfer, debit card, major credit card, or approved automotive finance structures. For security and regulatory compliance, no vehicle asset shall leave the trading premises until the outstanding sales invoice balance is satisfied in full via cleared, non-reversible funds.
- **3.2 Irrevocable Payment Finality and Chargeback Indemnity Clause:** All card machine payments, digital merchant transactions, and bank transfers executed by the Customer represent full, unconditional, and irrevocable consideration for the standalone physical vehicle asset. The Customer explicitly agrees and declares that they will not initiate, instruct, or attempt any credit or debit card chargeback, merchant dispute, Section 75 claim, or banking reversal mechanism through their card

issuer, bank, or finance company in relation to any auxiliary or third-party product (including but not limited to extended warranty policies, road assistance packages, or paint protection treatments) that may subsequently be modified, cancelled, or terminated due to the insolvency or liquidation of a third-party underwriter. In the event that the Customer unlawfully initiates a payment reversal, chargeback, or finance dispute that claws back funds from Kennington Car Sales Limited, the Customer shall remain fully and personally liable to the Company for the outstanding invoice value, plus daily late payment interest at 2% above the Barclays Bank PLC base lending rate, alongside full indemnity coverage for all associated legal fees, administrative overheads, and merchant dispute costs incurred by the Company.

- **3.3 Overdue Balances Daily Interest:** If any financial balance remains outstanding past the contractually mandated date, the Company reserves the strict right to levy daily interest charges on the overdue sum at a rate of 2% per annum above the base lending rate of Barclays Bank PLC until full clearing is finalised.
- **3.4 Group Storage Overheads:** Vehicles remaining uncollected 14 days post-readiness notification shall be subject to a standard daily storage, care, and maintenance charge of £25.00 per day, unless alternative written arrangements have been confirmed with our management team.

SECTION 4: 14-DAY DISTANCE CONTRACT LOGISTICS, VALUE DIMINUTION & PENALTIES

- **4.1 Distance Sales Application and Return Asset Auditing:** Pure off-premises transactions qualify for a 14-day cancellation window under the *Consumer Contracts Regulations 2013*. If this right is exercised, the vehicle asset must be physically returned to our Bletchley premises in the exact same physical, cosmetic, and mechanical condition as recorded at handover. The vehicle will undergo a rigorous multi-point condition verification audit upon arrival. Kennington Car Sales Limited reserves the absolute right under Section 24 of the Consumer Rights Act 2015 to deduct the full retail cost of reconditioning, specialised bodywork repair, alloy wheel refurbishment, interior upholstery cleaning, or mechanical repair from your final refund if the vehicle has sustained physical damage, interior trim staining, tyre wear, or mechanical degradation while in your custody. The Customer retains absolute financial and logistical liability for the safe transport of the vehicle back to our Bletchley yard.
- **4.2 Transport Service Delivery Charges:** Home delivery fees cover a customised, one-time transport service fully executed upon the arrival of the vehicle at the Customer's requested destination. This transport service commences prior to the expiry of the cancellation window at the Customer's request, and this delivery transport fee is strictly non-refundable upon subsequent cancellation or return.
- **4.3 Distance Excess Mileage Surcharges:** A delivery inspection driving distance buffer of 20 miles is granted. An excess usage deduction of 45p per mile applies to all distance driven over this 20-mile limit prior to its safe return to our premises.

- **4.4 Chemical Consumable Treatments:** Applied paint and fabric protection coatings (such as Supagard bodywork treatments) are specialised, single-use consumable applications. Once chemically bonded to the vehicle bodywork, they cannot be uninstalled or recovered; the product cost is non-refundable upon contract cancellation.
- **4.5 Driving Penalties Escrow Retention:** The Customer remains personally, strictly, and legally liable for all road traffic offences, speeding penalties, parking fines, congestion zone charges, or ULEZ fees incurred while the vehicle is in their care. The Company retains a fixed escrow balance of £150.00 from any authorised refund for up to 28 days to clear late-arriving automated driving penalties, with the unutilised balance returned once the liability window clears.
- **4.6 Exclusion of Personal Third-Party Operational Expenses:** In the event of a voluntary cancellation, contract unwind, or statutory vehicle return, Kennington Car Sales Limited is strictly not responsible for reimbursing personal third-party operational vehicle costs. This includes motor insurance premiums, broker cancellation fees, vehicle road tax (VED), fuel, or personal alternative travel costs. Reclaiming road tax remains the exclusive responsibility of the Customer via official DVLA channels.

SECTION 5: PART-EXCHANGE DECLARATIONS & LOGBOOK PROCESSING PENALTIES

- **5.1 Outright Ownership and Vehicle Integrity Warranty:** The Customer warrants the part-exchange asset is owned outright, free from undisclosed third-party finance agreements, lines, or legal encumbrances. The Customer warrants that the part-exchange asset has never been registered outside the UK, has never been classified by an insurer as a total loss write-off (Category A, B, S, N, C, or D), and has never been deployed for commercial taxi, hire, emergency fleet, or courier work. Mileage must be true, correct, and warranted.
- **5.2 Missing V5C Logbook Penalty Retention:** The complete UK V5C registration document (logbook) and all vehicle keys must be surrendered at the exact point of handover. If the V5C logbook is missing, incomplete, or damaged, a flat penalty retention of £250.00 is strictly withheld from the part-exchange allowance for up to 28 days to insulate the dealership against administrative processing delays, duplicate logbook fees, and late automated penalties before record confirmation is completed by the DVLA.
- **5.3 Negative Equity Shortfalls & Contract Clawback:** Shortfalls on part-exchange finance agreements must be fully indemnified by the customer. Full repayment of settled negative equity to the dealer is mandatory prior to any vehicle return or transaction unwind.
- **5.4 Loss of Accompanying Asset Documentation Sets:** Upon the return, cancellation, rejection, or unwind of any supplied vehicle transaction, the Customer must return all operational keys, locking wheel nut keys, service history binders, the V5C logbook, and manufacturer bookpacks. If any item, book, document, or secondary key is missing or damaged, Kennington Car Sales Limited will deduct a

fixed document penalty of £250.00 directly from the final refund settlement to restore the vehicle asset's completeness and secondary trade market value.

SECTION 6: QUALITY CONTROL HANDOVER, MECHANICAL EVALUATIONS, REPAIR DEFENCE & REFUND WAIVERS

- **6.1 Quality Control Handover Inspection:** At the point of vehicle delivery or collection, the Buyer is provided with a full, unrestricted opportunity to thoroughly examine the vehicle's physical condition, exterior bodywork, interior trim, paintwork, and mechanical operation. By executing our standard handover checklist and taking physical receipt, the Buyer confirms absolute satisfaction with the vehicle's condition at the point of sale. Pre-existing aesthetic wear is explicitly excluded from subsequent repair or rejection claims.
- **6.2 Inherent Fault Evaluation Standards & Rebuttal of Presumed Defect Notice:** In accordance with the Consumer Rights Act 2015, any reported mechanical or electrical issue must represent an inherent manufacturing defect present at the exact point of delivery to qualify for statutory remedy. Kennington Car Sales Limited explicitly excludes all liability for components that fail due to driver misuse, accidental impact, off-road exposure, unauthorised aftermarket mechanical alterations, engine remapping, software changes, fluid starvation (running out of oil or engine coolant), misfueling, thermal overload, or continued operation of the vehicle following the illumination of any dashboard warning lamp. Workshop proof of user neglect or component overstress completely rebuts any legal presumption of inherent fault, invalidates all aftersales claims, and leaves the financial burden of diagnostic and repair costs strictly as the exclusive liability of the Customer.
- **6.3 Technical Diagnostic Protocols & Mileage Deductions:** Mechanical faults reported within the initial 30 days must be verified via independent garage diagnostic reports from a VAT-registered facility clearly identifying the root mechanical cause. Rejections executed after the initial 30 days are subject to a standard, lawful usage deduction of 45p per mile driven for every single mile driven between the recorded handover mileage and the mileage upon return to our premises (CRA 2015 Sec 24(8)).
- **6.4 Absolute Mobility Exclusion During Workshop Service Repairs:** Our service workshops operate technical diagnostic and repair tracks to complete customer requirements as efficiently as possible. Please note that Kennington Car Sales Limited does not operate a courtesy car program. During any period of technical inspection, workshop diagnostics, mechanical evaluation, or active vehicle breakdown repair, the Company accepts zero financial or legal liability for customer travel, alternative transport expenses, or commercial disruptions. The Company will strictly not provide reimbursement, financial coverage, or compensation for alternative transport, vehicle hire fees, rental car costs, train or bus fares, taxi bills, disrupted or missed travel arrangements, loss of holiday bookings, lost business earnings, compensation for logistical delays, or any consequential economic damages incurred while the vehicle is resting in our diagnostic care or active repair facilities. Our primary aftersales team remains available on 01908 050699 to address mechanical updates.

- 6.5 Geographical Return Logistics & Recovery Support Capping:** Regardless of where the Buyer resides within the borders of the United Kingdom, it is an absolute contractual and logistical requirement that the Buyer physically returns, delivers, or recovers the vehicle directly back to our Bletchley trading premises for any mechanical inspection or statutory evaluation. The Company will completely reject any long-distance collection demands made by the customer. If the vehicle is genuinely undrivable due to a verified statutory defect, Kennington Car Sales Limited will only cover or credit recovery transport costs up to a hard capped maximum value of £250.00. All recovery operator costs, long-distance surcharges, or premium haulage fees exceeding this £250.00 threshold are the strict, unmitigated financial responsibility of the customer.
- 6.6 Full and Final Settlement Claim Waiver & Accord and Satisfaction:** Where a financial refund or a contract unwind is mutually agreed upon, finalised, and processed by the Company to resolve an aftersales dispute, the Customer explicitly accepts that the remaining refund payout is executed as a binding Full and Final Settlement. By accepting the finalised transaction, the Customer automatically, irrevocably, and completely waives, surrenders, and extinguishes any current or future rights to bring further claims, demands, county court actions, or financial compensation requests against Kennington Car Sales Limited. This absolute waiver covers all claims for consequential losses, travel damages, stress, or administrative inconvenience, and strictly blocks the opening of any subsequent administrative disputes with finance providers, Trading Standards, or the Financial Ombudsman Service (FOS) regarding this vehicle transaction.

SECTION 7: SERVICE MAINTENANCE COMPLIANCE & WEAR EXCLUSIONS

- 7.1 Service Maintenance Compliance Notice:** Vehicles must be serviced in strict accordance with the manufacturer's recommended time and mileage intervals. In compliance with UK law, for any mechanical or electrical faults reported after 6 months of ownership, the burden of proof rests entirely on the customer to establish the fault was present at purchase. Missing scheduled services, ignoring dashboard warning lights, running low on fluids, or failing to provide stamped receipts invalidates all aftersales claims.
- 7.2 Serviceable Component Exclusions:** Air conditioning systems (including re-gassing or minor leaks), timing belts/chains, clutches, dual-mass flywheels, brake discs/pads/calipers, batteries, auxiliary belts, and Diesel Particulate Filter (DPF) systems are classified as serviceable wear items and are strictly excluded from post-sale dealer liability once handover is complete.

SECTION 8: FINANCE COMPLIANCE FEES & PRODUCT INSOLVENCY SHIELDS

- 8.1 External Finance Platform Compliance Processing Fee:** Where the Buyer independently chooses to arrange vehicle funding through an external finance broker, credit intermediary, or third-party funding platform, Kennington Car Sales Limited acts strictly as the supplying dealer. Credit brokerage and suitability checks remain the exclusive responsibility of your chosen broker or lender. To cover the mandatory electronic processing, administrative compliance tracking, data verification,

and asset clearance checks required by external finance systems, a non-refundable External Finance Processing Fee of £499.00 is applied to the sales invoice.

- **8.2 Third-Party Broker Terms Override Clause:** Kennington Car Sales Limited explicitly rejects and refuses all secondary, ancillary, indemnity, or administrative terms and conditions issued by external finance brokers, intermediate lenders, or third-party funding platforms. This invoice and our master website terms strictly override, invalidate, and extinguish any third-party broker service-level agreements. The dealership accepts zero financial liability, indemnity demands, or extended clawback/return obligations created by external broker contracts.
- **8.3 Extended Warranties & Clear Cover Warranties Insolvency Shield:** Where the dealership introduces, facilitates, or allocates an extended mechanical warranty or protection policy on behalf of the Buyer, Kennington Car Sales Limited operates in partnership with Clear Cover Warranties as an introducing agent. The primary consumer warranty agreement exists directly, solely, and exclusively between the Buyer and Clear Cover Warranties (Claims Team: 03300 101 765 / Info@ClearCoverWarranties.co.uk). The purchase of the standalone vehicle asset and any introductory protection policy represent completely separate contractual entities. In the event that Clear Cover Warranties enters administration, liquidation, receivership, or ceases trading entirely at any point following the sale, no financial liability, pro-rata refund obligations, policy replacements, or repair requirements shall transfer to Kennington Car Sales Limited. The dealership will robustly defend any attempt to reverse or dispute vehicle card machine payments or banking transactions based on the commercial status of a third-party partner.

SECTION 9: REGULATORY STATUS & FINANCIAL RESPONSIBILITIES

- **9.1 FCA Status & Commission Disclosure Notice:** Kennington Car Sales Limited is authorised and regulated by the Financial Conduct Authority (FCA). We act strictly as a credit broker, not a lender. Our FCA firm reference number is 993469. We may receive fixed financial remuneration or a commission from finance providers for introducing you to their products, and by completing your order, you provide explicit, informed consent to this standard commercial arrangement.

SECTION 10: SAFETY RECALLS

- **10.1 Recall Administration:** Vehicle safety recalls are handled entirely by manufacturer authorised main dealers at no cost to the public. While we verify vehicles against outstanding recall data via official DVSA channels prior to sale, the emergence of a subsequent safety recall does not constitute a vehicle fault under the *Consumer Rights Act 2015* and is handled directly via main dealer booking paths.

SECTION 11: DATA PROTECTION

- **11.1 UK GDPR Compliance:** We process your personal data in strict compliance with the UK GDPR and Data Protection Act 2018 for the purposes of completing this sales contract, facilitating finance/warranties, and statutory record management. Personal data will never be shared with unauthorised third parties.

SECTION 12: FORCE MAJEURE & LIMITATION OF TOTAL LIABILITY

- **12.1 Events Beyond Reasonable Control:** Kennington Car Sales Limited shall not be liable for any delay or failure to perform any of its contractual obligations if the delay or failure results from events or circumstances outside its reasonable control. This includes acts of God, strikes, accidents, war, fire, breakdown of machinery, shortage of stock from natural source routes, or failures of automated DVLA/HMRC digital links.
- **12.2 Collective Liability Cap:** To the maximum extent permitted under the laws of England and Wales, the total collective financial liability of the Company to the Customer for any breach of contract or operational negligence shall be strictly capped and limited to the total net purchase price of the vehicle paid on this invoice. The Company accepts zero liability for indirect, consequential, or economic losses, including loss of profit, loss of business opportunity, or emotional distress.

SECTION 13: STEP-BY-STEP COMPLAINTS PROCEDURE & ALTERNATIVE DISPUTE RESOLUTION (ADR)

- **13.1 Step 1 (Informal Notice):** Direct notice to our Customer Support and Operations desk must be initiated via calling our primary aftersales channel on 01908 050699, or via our secondary administration line on 01908 883940. Alternatively, you may contact aftersales processing via email at kenningtoncarsales@aftersalesservice.co.uk, or via our secondary operational inbox at sales@kenningtoncarsales.co.uk.
- **13.2 Step 2 (Formal Written Submission):** If an informal resolution cannot be achieved under Step 1, a formal written complaint tracking file must be submitted via email directly to our dedicated complaints processing address at sales@kenningtoncarsales.co.uk (with aftersales tracking managed secondarily via kenningtoncarsales@aftersalesservice.co.uk), or sent via recorded delivery to our physical head office. Your formal submission must clearly detail your name, vehicle registration number, independent VAT-registered garage diagnostic breakdown sheets, and your preferred resolution path.
- **13.3 Step 3 (Management Investigation & ADR Escalation):** The Company will acknowledge your query within 5 working days and issue a formal Final Response Decision in writing within 14 working days (or up to 8 weeks for complex regulated finance complaints, in line with Financial Conduct Authority regulations). Unresolved general disputes may be escalated to the National Conciliation Service (NCS) (www.nationalconciliationservice.co.uk). Regulated motor finance complaints may be escalated entirely free of charge to the Financial Ombudsman Service (FOS). Contractual claims

regarding third-party firm insolvencies will be robustly defended under the exclusive legal jurisdiction of the Courts of England and Wales.

SECTION 13A: ZERO TOLERANCE POLICY AGAINST ABUSIVE BEHAVIOUR

- **13.4 Clear Workspace Conduct Guidelines:** Kennington Car Sales Limited is committed to providing a safe, professional, and respectful environment for our employees, consumers, and trading visitors. The Company operates a strict zero tolerance policy toward aggressive, threatening, harassing, malicious, or abusive behaviour. This includes the use of profanity, intimidating physical gestures, discriminatory remarks, or personal insults directed at dealership personnel, whether delivered in person at our Bletchley premises, over telephone lines, or via digital text communications.
- **13.5 Termination of Operational Accommodation:** In the event that a Customer displays abusive or aggressive conduct, Company personnel are fully authorised to instantly terminate active telephone conversations, suspend digital email responses, and instruct the individual to depart our physical premises immediately. Kennington Car Sales Limited reserves the absolute legal right to completely cease all direct communication tracks with the individual, cancel any discretionary goodwill processing, and mandate that all future contractual or aftersales communications be conducted exclusively via written post or third-party legal representation. Serious infractions or physical threats will be referred directly to local law enforcement authorities for formal protection processing.

SECTION 14: SEVERABILITY & JURISDICTION

- **14.1 Severability Clause:** If any court, judge, or competent legal authority decides that any particular clause, sentence, or sub-section within these Terms and Conditions is invalid, unlawful, or unenforceable to any extent, that specific portion shall be severed from the remaining contract. The rest of these Terms and Conditions shall remain 100% valid, active, and legally binding to the fullest extent permitted by UK law.
- **14.2 Governing Law & Jurisdiction:** These Terms and Conditions, and any legal disputes or contractual claims arising directly or indirectly from transactions with Kennington Car Sales Limited, shall be governed exclusively by, and constructed in full accordance with, the laws of England and Wales. Both parties explicitly agree to submit to the exclusive jurisdiction of the Courts of England.