

Terms and Conditions of Sale Used Commercial Vehicles

JKH CAPITAL LTD
Registered in England and Wales
Company Number: 11520653
Registered Office Address: Manley House Farm Manley Lane, Manley, Frodsham,
United Kingdom, WA6 0PF
VAT Number: 285428474

1. Introduction

1.1 These Terms and Conditions ("Terms") govern the sale of used commercial vehicles ("Vehicles") by JKH CAPITAL LTD ("we", "us", "our") to the purchaser ("you", "your").

1.2 By placing an order, paying a deposit, signing an order form, or accepting delivery of a Vehicle, you agree to be bound by these Terms.

1.3 These Terms apply to both consumers and business customers, subject to statutory consumer protections.

2. Definitions

"Company" means JKH CAPITAL LTD.

"Contract" means the agreement for the sale of a Vehicle between you and the Company.

"Vehicle" means a used commercial vehicle sold by the Company.

"Purchase Price" means the total price payable, including VAT where applicable.

"Part Exchange Vehicle" means any vehicle offered by you as part payment.

3. Basis of Contract

3.1 Any quotation, advertisement, or offer made by the Company is subject to availability and may be withdrawn at any time prior to acceptance.

3.2 A Contract is formed when the Company confirms acceptance in writing or upon delivery of the Vehicle, whichever occurs first.

3.3 No verbal representations or statements shall be binding unless confirmed in writing by the Company.

4. Price and Payment

4.1 All prices are exclusive of VAT unless expressly stated otherwise.

4.2 Payment must be made in cleared funds prior to delivery or collection unless agreed in writing by the Company.

4.3 The Company may require a non-refundable deposit to secure a Vehicle.

4.4 The Company reserves the right to charge interest on overdue amounts at the statutory rate.

5. Description and Condition of Vehicles

5.1 All Vehicles are sold as used.

5.2 Vehicle descriptions, specifications, mileage, and condition details are provided in good faith but are approximate and not guaranteed.

5.3 You acknowledge that used Vehicles may show signs of wear consistent with age, mileage, and prior use.

6. Inspection and Acceptance

6.1 You are strongly advised to inspect the Vehicle prior to purchase or collection.

6.2 Acceptance of delivery or collection constitutes confirmation that the Vehicle is in the agreed condition, subject to statutory rights.

7. Consumer Rights (Where Applicable)

7.1 If you are a consumer, nothing in these Terms affects your statutory rights under the Consumer Rights Act 2015.

7.2 Vehicles must be of satisfactory quality, fit for purpose, and as described.

7.3 Remedies may include repair, replacement, or refund in accordance with the Act.

8. Delivery and Collection

8.1 Delivery or collection arrangements will be agreed in advance with the Company.

8.2 Delivery charges are payable by you unless otherwise agreed in writing.

8.3 Any delivery dates provided are estimates only and time shall not be of the essence.

8.4 The Company is not liable for delays beyond its reasonable control.

8.5 Failed delivery attempts due to your actions may result in additional delivery or storage charges.

8.6 Vehicles must be collected within the agreed timeframe.

9. Risk and Title

9.1 Risk in the Vehicle passes to you upon delivery or collection.

9.2 Title to the Vehicle remains with the Company until full payment has been received.

10. Trade-Ins and Part Exchanges

10.1 Any part exchange valuation is provisional and subject to inspection by the Company.

10.2 You warrant that the Part Exchange Vehicle:

- (a) is legally owned by you;
- (b) is free from finance or encumbrances unless disclosed in writing;
- (c) is accurately described; and
- (d) has no undisclosed accident damage or insurance write-off history.

10.3 The Company reserves the right to revise or withdraw a valuation if the condition materially differs from that described.

10.4 Any shortfall must be paid immediately. Failure to do so may result in cancellation of the Contract.

10.5 Risk passes to the Company upon delivery of the Part Exchange Vehicle; title passes only once all outstanding sums are settled.

11. Storage Fees and Abandoned Vehicles

11.1 If a Vehicle is not collected within 7 days of the agreed date, the Company reserves the right to charge reasonable storage fees.

11.2 Vehicles left for more than 30 days without communication may be deemed abandoned.

11.3 The Company reserves the right to recover outstanding sums, including storage, insurance, and administrative costs, or dispose of the Vehicle in accordance with applicable law.

12. Cancellation After Dispatch

12.1 If you cancel the Contract after the Vehicle has been dispatched or prepared for delivery, the Company reserves the right to charge:

- (a) delivery and return transport costs;
- (b) reasonable administrative and preparation fees; and
- (c) any loss in value.

12.2 Consumer cancellation rights (where applicable) remain subject to statutory limitations.

13. Delivery Insurance Limitations

13.1 Vehicles in transit are insured only to the extent required by law or expressly agreed in writing.

13.2 The Company is not responsible for loss or damage beyond the limits of any applicable transport insurance.

13.3 You are advised to arrange independent insurance cover where appropriate.

14. Export Responsibility Disclaimer

14.1 Where a Vehicle is purchased for export, you are solely responsible for compliance with all export, customs, and overseas registration requirements.

14.2 The Company accepts no liability once a Vehicle has left the United Kingdom.

14.3 Consumer protections under UK law may not apply once a Vehicle is exported.

15. Limitation of Liability

15.1 Nothing in these Terms limits liability for death or personal injury caused by negligence or fraud.

15.2 Subject to statutory rights, the Company's total liability shall not exceed the Purchase Price paid.

15.3 The Company is not liable for indirect or consequential losses, including loss of profit or business interruption.

16. Data Protection

16.1 Personal data will be processed in accordance with the UK GDPR and the Data Protection Act 2018.

16.2 Further details are available in the Company's Privacy Policy.

17. General

17.1 No waiver shall constitute a continuing waiver.

17.2 If any provision is found unenforceable, the remainder shall remain in full force.

17.3 These Terms constitute the entire agreement between you and the Company.

18. Governing Law and Jurisdiction

18.1 These Terms are governed by the laws of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction.