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## Purchase Agreement

A contract is formed between you and "Motorlend" a trading style of i3 Technology Group Ltd, comprising your order and these terms and conditions ("terms") when you complete an order on the site, and we accept your order (collectively, the "contract") in the event that you pay for your order using third-party finance introduced on the site. If you enter into a third-party finance agreement to pay for your order, we will sell your car to the third-party finance provider.

In the event of any conflict, inconsistency or ambiguity between your order and these terms, your order will take precedence.

### 1. Your car

- a. Motorlend may offer the option to deliver the car to your home address stated on your application unless otherwise specified however all vehicles are to be collected by the customer.
- b. Prior to delivery or collection, the car will have undergone a preparation of the car for sale. The car will also have a valid MOT for at least six months.  
You can choose to buy an extended warranty by contacting Motorlend customer support by telephone on 020 3371 9355.
- c. The car may have been previously used as a lease or rental car or have had multiple users, it may also have been imported from another country. We will use reasonable endeavours to provide you with any additional information in our possession about the car on your request. However, if you have any questions about the previous use of the car or have specific requirements, you are advised to discuss these with us before placing your order.
- d. The mileage on the car may vary by a minor amount to that stated on the site as a result of, but not limited to; i.e. transport to and from prep and delivery to you.
- e. References to "leather" on the site may not be genuine or 100% leather, but rather partial leather or an artificial substitute.
- f. The images of the car on our site are for illustrative purposes only. Although we make every effort to display the car accurately, we do not guarantee that the images of the car on the site exactly reflect the actual appearance of the car. In addition, although we make every effort to describe the colour of the car accurately, the colour description of the car may differ from the actual appearance of the car. We do not guarantee that the colour of the car exactly reflects the description. If you believe that the car you purchased differs from the way it is depicted on our site, you have the right to refuse to accept delivery of the car or return the car and seek a refund in accordance with these terms.
- g. We do not give or make any representation, warranty or undertaking that your car will not be subject to a manufacturer's recall notice at the point of sale or at any time in the future.
- h. You are responsible to register and pay for your vehicle tax and insure your vehicle at the point that you accept delivery, the responsibility for taxing, insuring and all cost lies with the purchaser.
- i. Unless otherwise stated, the vehicle will be supplied with 1 workable key.
- j. The purchase price includes vat (where applicable) at the current rate chargeable in the United Kingdom on the date of purchase.
- k. From time to time, we may offer products at sale or promotional prices. Any such offers will apply to selected products and will be subject to availability. Delivery charges, conditions and geographical exclusions may apply. This would be subject to availability and can be withdrawn at Motorlend's discretion.

## **2. Finance Agreement**

We work with a number of carefully selected credit providers who may be able to offer you finance for your purchase. We are only able to offer finance products from these providers, and they may provide an incentive to us to do so.

- a. Motorlend is a trading style of the i3 Technology Group LTD. who are authorised and regulated by the "Financial Conduct Authority" for credit brokerage. Our FCA number is 915462.
- b. Finance subject to status. Lender terms and conditions apply.
- c. A guarantee may be required.
- d. Please ensure you can afford the repayments for the duration of a loan before entering into a credit agreement.
- e. Please note that APR'S provided on the site are our best available rate with representative examples provided.
- f. Once you complete your application, we will share your personal information (including financial information) with our finance lenders and finance brokers.

## **3. Guarantee**

Included with each purchase is a 6 Month guarantee, please ensure you read [our full guarantee terms](#) here to ensure you are aware of the level of cover provided.

Important: Not all parts are covered. No guarantee covers "everything", so please do read the guarantee terms and conditions in full. Any parts or items not specifically listed in your level of cover or those excluded in the policy Section 2 "What you are not covered for". Any parts which have not been serviced correctly. The guarantee will not cover faults caused by a lack of incorrect and untimely servicing, worn out parts, pre-existing faults, parts which have not suffered a breakdown or failure due to wear and tear.

- a. You must ensure your car is road legal, i.e. taxed, insured, current MOT and V5 Logbook in your name. You must service your car at your own cost and in line with your manufacturer recommendations. Furthermore, you must keep proper records of the service history. If you don't have your vehicle's full- service history, then you must bring its servicing up to date immediately (including automatic gearbox servicing).

## **4. Extended Warranty**

### Cancellation Terms

- a. If you decide that you want to cancel your extended warranty, please confirm your request in writing or by email to [motowarrantyassist@i3.finance](mailto:motowarrantyassist@i3.finance) quoting your vehicle registration number and ensuring that your request reaches us within 30 days of your Plan Start Date. We offer a 'No Quibble 30-day Money-Back Guarantee' providing you have not requested that we

meet the cost of any repairs / claims, we will cancel your plan and refund your payment without deduction.

- b. In circumstances where you have cancelled your plan up to 30 days after the Plan Start Date and you have requested that we meet a Repair Cost, your plan will be cancelled and your payments refunded after deducting a proportion of your payments calculated on a daily basis up to the date of cancellation.
- c. If at any time after your Plan Start date, outside the cancellation period, you decide that you do not want your plan, confirm your request in writing or by email to [motowarrantyassist@i3.finance](mailto:motowarrantyassist@i3.finance) quoting your vehicle registration number. Your plan will be cancelled from the date we receive your request. There will be no refund of any payments made.

## **5. Delivery**

- a. Under certain circumstances, we may be able to offer home delivery to any UK postcode but reserve the right not to deliver to certain postcodes including the Scottish Highlands, Scottish Islands, other remote parts of Scotland, the Isles of Scilly, Channel Islands, Guernsey, Jersey, the Isle of Man, the Isle of Wight and Northern Ireland.
- b. Only you, as the applicant, can take receipt of your car on delivery.
- c. We may, in our discretion, be able to offer delivery via multiple methods including, carrying your vehicle with a transporter / trailer and driving the car to your property, but in these circumstances Motorlend will not be liable for any costs of additional mileage on the car.
- d. Upon delivery of the car, you must provide your original photographic UK driving licence (if your driving licence is not available you must let us know prior to delivery as we may not be able to deliver your vehicle) to the Motorlend delivery specialist to verify your identity against your order. We reserve the right not to deliver, or permit the collection of, the car or any other product(s) if this identification is not provided when requested.
- e. We will also require photos of you at your address to confirm the delivery whilst also taking photos of you taking delivery of your vehicle.
- f. If you will not be present to accept the delivery that has been scheduled and agreed to by yourself, you must contact Motorlend customer service by telephone on 020 3371 9355 at least 24 hours prior to the scheduled delivery date and rearrange your delivery at no additional cost.
- g. If you need to rearrange / cancel a delivery less than 24 hours prior to the scheduled delivery date, you will incur a charge of £150.
- h. Upon delivery, you may be asked to confirm to the Motorlend delivery specialist receipt of your car and that it conforms to your order.

## **6. Part-exchange**

If you wish to part exchange a vehicle with us, you must be the registered owner of the car. Our valuations are underwritten by AnyColourCar, if you have a part-exchange vehicle your personal information could be shared with AnyColourCar, under specific terms which are found [here](#)

- a. You must provide us with any information regarding the part exchange car which we may reasonably request.
- b. If we agree to consider your part exchange car, we require that you make the part exchange car

available for our inspection on the delivery/collection of your new vehicle. We are not obliged to provide a part exchange option when selling the car to you and our decision to examine and value a part exchange car, including the valuation we give, is solely at our discretion.

- c. If your part exchange car has outstanding finance, you must declare this to us when providing details of your part exchange car. You must provide accurate information about your finance provider and the settlement figure.
- d. To use your part exchange car with outstanding finance to contribute towards the purchase of your car; you must have a settlement letter from your finance provider that is valid for no less than 7 days after the date of delivery or collection of your car, the amount of the outstanding finance must not exceed our valuation of your part exchange car. If you don't meet these conditions, we won't be able to accept your part exchange car.
- e. We don't have existing relationships with all car finance providers. So, if your part exchange car has outstanding finance, we might need your help contacting your finance provider to clear the outstanding finance on your part exchange car, both before and after you hand over your part exchange car to us. You agree to provide any information and assistance that we reasonably request to do this. If your finance provider refuses or otherwise fails to clear the outstanding finance on your part exchange car, we may require you make an additional cash payment equal to the outstanding finance amount or to return your car to us. We will contact you if this happens.
- f. For the avoidance of doubt, we are entitled to amend any valuation for, or reject, a part exchange car for any reason, including but not limited to circumstances where a part exchange car:
  - has changed condition since we provided the part exchange car valuation or the condition of the part exchange car does not match the description given by you; or
  - has a discrepancy in the recorded mileage or the legal registration or chassis number; or
  - has been in a major accident or is categorised as insurance category c, s, d, n or has been subject to a total loss claim; or
  - has any other issue(s) identified by a HPI check or equivalent car history check on the part exchange car; or
  - the part exchange vehicle is not your property to dispose of, or you do not have the right to sell it; or
  - the v5 registration (log book) is missing, incomplete or such documentation is not in your name; or
  - still has a finance marker on it at the point of pickup, if the amount of outstanding finance is different from the amount you subscribed; or
  - is an imported vehicle (e.g. left-hand drive) or was not first registered in the

UK; or

- has been used for taxi, private hire, chauffeur or rental purposes, driving tuition or as a police vehicle or used by a local authority; or
  - does not have a valid MOT or is due for a service in the next 100 miles; or
  - has any mechanical or electrical fault (including or not limited to problems with steering, transmission, clutch, gearbox, suspension or brakes).
- g. When handing over a part exchange car to us, you must provide: all sets of keys to the part exchange car, the v5 registration documentation and, where available, any associated documentation (such as service books, service history, MOT certificates etc.) for the part exchange car without which we will not accept the part exchange car; and any extras that we will need such as the locking wheel nut for the alloy wheels and any security codes associated with the part exchange car.
- h. You permit AnyColourCar to transfer the ownership of your part exchange vehicle from you to AnyColourCar.
- i. AnyColourCar does not store any part exchange cars. If you exercise your right of cancellation, Motorlend is not able to return the part exchange car and will instead refund you the monetary value of the part exchange car (less any appropriate deductions that Motorlend are permitted to make and less any deductions made to settle any outstanding finance on your part exchange car).

## **7. Your right to cancel**

If the vehicle is delivered to you, only under this circumstance will you have the right to cancel this contract within 7 days without giving any particular reason. The cancellation period will expire after 7 days from the day on which you, or a third party on your behalf, takes delivery of your vehicle. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent by post or email to our address. If required, you can request a template cancellation notice form from us, but it is not obligatory to use this specific template. To meet the cancellation deadline, it is sufficient for you to send your clear statement or form confirming your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse you, payments received from you excluding collection costs and cost of any miles covered above 20 miles from delivery to you.

- a. We may make a deduction from the reimbursement, for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. A deduction of £1 for each mile driven over the standard 20-mile test drive may be deducted. In addition, we will also be entitled to make a deduction for any damage or excess wear.
- b. We will make the reimbursement without undue delay, and no later than 7 days after the day we receive back from you the vehicle and all documents which were supplied including, but not limited to, service histories and the v5 documentation.
- c. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur

any fees as a result of the reimbursement. This may include handing back any part exchange vehicle if still available and/or seeking payment from you to cover any negative equity.

- d. It is your responsibility to make the vehicle available for collection without undue delay, and in any event no later than 48 hours from the day on which you communicate your right to cancel.
- e. You will remain liable for the vehicle and so for its tax, insurance, any fines, charges or penalties until it has been collected by the transport company.
- f. You will have to bear the direct cost of returning the goods and take full responsibility for the safe return of the vehicle.
- g. Furthermore, you are only liable for any diminished value of the goods resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the goods according to the previous reference to test drives.
- h. If you wish to return the vehicle within the 7-day cancellation period, you will be charged £275 collection costs.

## **8. Events outside our control**

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under your order, these terms or the contract that is caused by any event or circumstance which is beyond our reasonable control, including but not limited to fire, flood and other acts of god, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment, inclement weather, availability of the internet or software, acts and omissions of third parties, and road traffic problems (an "event outside our control").
- b. If an event outside our control takes place that affects the performance of our obligations under your order, these terms or the contract, including but not limited to delivery: (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations under your order, these terms and the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects delivery of the car, we will arrange a new delivery date with you, after the event outside our control is over.

## **9. Our liability**

- a. Nothing in these terms will restrict our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law, nor will anything in these terms restrict your statutory rights. For further information about your statutory rights, contact your local authority trading standards department or citizen's advice bureau.
- b. We exclude all implied representations, warranties, conditions and terms (whether implied by statute, common law or otherwise) to the fullest extent permitted by law.
- c. We will not have any liability to you however arising, whether in contract, tort (including but not limited to negligence), for misrepresentation or for breach of any duty (including strict liability) or otherwise) for: (a) any loss of profits or revenue; (b) loss of business; (c) loss of goodwill; (d) loss of or damage to data; or (e) any special, indirect or consequential loss.

- d. Other than as set out in section 8.a. above, our maximum aggregate liability to you under or in connection with your order, these terms and the contract however arising, whether in contract, tort (including but not limited to negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise) will be limited to an amount equal to the retail price of the car and any additional products purchased as part of your order.
- e. You will reimburse us for all costs, expenses, liabilities and losses that we incur as a result of: (i) your use of the site for any fraudulent or unlawful purposes; and (ii) any third-party claims arising out of or in connection with your use of the site or purchase of a car from the site.