

MOTOR SALES KIRKCALDY LTD

Website Terms and Conditions of Sale and Service

Registered in Scotland – Company No. SC839012

Registered office: Unit 16, Midfield Drive, Kirkcaldy KY1 3LW

VAT Registration No. 508 8034 91

An Appointed Representative of [INSERT PRINCIPAL FIRM FULL NAME, e.g. Q Finance Limited] (FCA FRN [INSERT PRINCIPAL FRN])

Our FCA Reference Number: 1055670

Version 3.0 – Effective from 1 May 2026

Important: These Terms set out the basis on which we operate our website, sell vehicles and provide services. Nothing in these Terms takes away or restricts your statutory rights as a consumer under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Credit Act 1974, the Digital Markets, Competition and Consumers Act 2024, or any other law that protects consumers. Where any clause is found to conflict with those statutory rights, your statutory rights will prevail.

1. About Us

1.1 These Terms govern your use of our website at www.motorsaleskirkcaldy.co.uk (the “Website”), the sale of Vehicles by us, and the provision of any Services by us.

1.2 The Website is operated by Motor Sales Kirkcaldy Ltd, a company incorporated in Scotland (Company No. SC839012) with its registered office at Unit 16, Midfield Drive, Kirkcaldy KY1 3LW.

1.3 We are registered for VAT under number 508 8034 91 and primarily operate under the VAT Margin Scheme for second-hand vehicles in accordance with HMRC Notice 718/1, save where Vehicles are sold on a Plus-VAT basis (see clause 42).

1.4 Motor Sales Kirkcaldy Ltd is an Appointed Representative of [INSERT PRINCIPAL FIRM FULL REGISTERED NAME, e.g. Q Finance Limited] (the “Principal Firm”), which is authorised and regulated by the Financial Conduct Authority. The Principal Firm’s FCA Reference Number is [INSERT PRINCIPAL FRN]. Our FCA Reference Number is 1055670.

1.5 As an Appointed Representative we are permitted to carry on credit broking activities only within the scope of, and under the supervision of, the Principal Firm. The Principal Firm is responsible to the FCA for the regulated activities we carry out under this arrangement. You can verify our status and the scope of our permitted activities on the FCA Financial Services Register at register.fca.org.uk.

1.6 You can contact us at:

Address: Unit 16, Midfield Drive, Kirkcaldy KY1 3LW

Email: motorsaleskirkcaldy@gmail.com

1.7 Our current FCA Reference Number, and the name and FCA Reference Number of our current Principal Firm, are displayed on the Website and on the FCA Financial Services Register at

register.fca.org.uk. The details displayed there shall prevail over the details set out in these Terms in the event of any difference (for example following a change of Principal Firm). The details set out in clauses 1.4 and 1.5 are correct as at the effective date stated on the front page of these Terms.

2. Definitions

2.1 In these Terms, unless the context requires otherwise:

“Company”, “we”, “us” and “our” mean Motor Sales Kirkcaldy Ltd.

“Consumer” means an individual acting wholly or mainly outside that individual’s trade, business, craft or profession, as defined in section 2 of the Consumer Rights Act 2015.

“Business Customer” means any Customer who is not a Consumer, including sole traders, partnerships, limited companies and other organisations purchasing in the course of business.

“Customer”, “you” and “your” mean any person purchasing or proposing to purchase a Vehicle or Services from us, or using the Website.

“Distance Sale” means a contract concluded under our organised distance sales scheme without the simultaneous physical presence of the Customer and a representative of the Company, falling within the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

“Principal Firm” means the firm referred to in clause 1.4.

“Services” means any repair, servicing, diagnostic, MOT, preparation, valeting or related work supplied by us.

“Terms” means these Website Terms and Conditions of Sale and Service, as amended from time to time.

“Vehicle” means any car, van, motorcycle or commercial vehicle offered for sale or supplied by us.

“Website” has the meaning given in clause 1.1.

3. Consumer and Business Customers

3.1 These Terms apply both to Consumers and to Business Customers, but certain clauses apply differently. Where a clause is marked “Business Customers only” or “Consumers only”, it applies only to that category.

3.2 Where a Customer is a Consumer, any clause in these Terms that purports to exclude or restrict statutory rights, or that would otherwise be unfair under section 62 of the Consumer Rights Act 2015, applies only to the extent permitted by law.

3.3 Where a Customer is a Business Customer, the Customer confirms that it is purchasing in the course of business and that the Consumer Rights Act 2015 (other than as expressly applied) does not apply. The Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Unfair Contract Terms Act 1977 apply as relevant.

3.4 Business Customers may be subject to additional or different terms set out in any separate trade sale agreement or invoice (see clause 43).

4. Application of Terms

4.1 These Terms apply to: (a) your use of the Website; (b) all sales of Vehicles by the Company; and (c) all Services supplied by the Company.

4.2 By using the Website, by enquiring about a Vehicle, by paying a deposit or reservation fee, by accepting an invoice, by authorising work, by receiving delivery, or by taking possession of a Vehicle, you confirm that you have read, understood and agreed to these Terms.

4.3 These Terms, together with the sales invoice, any order documentation, any handover, sale or workshop agreement signed at point of sale or service, any pre-contract information provided under the Consumer Contracts Regulations 2013, any Commission Disclosure Notice issued under clause 17, our Privacy Notice, and our Cookies Policy, form the contract between us.

4.4 In the event of any conflict between these Terms and the sales invoice, the sales invoice prevails to the extent of the conflict.

4.5 If you do not agree to these Terms, you should not use the Website or proceed with any purchase.

5. Use of Our Website

5.1 The Website and its content are owned by, or licensed to, the Company. All rights including copyright, trade marks and database rights are reserved.

5.2 You may view, download and print pages from the Website for your own personal use, subject to the restrictions in this clause.

5.3 You must not:

- (a) use the Website in any way that breaches any applicable law;
- (b) attempt to gain unauthorised access to the Website, the server on which it is hosted, or any associated database;
- (c) introduce viruses, malware, or other harmful code to the Website;
- (d) scrape, harvest, copy or republish content from the Website for commercial purposes without our prior written consent;
- (e) impersonate any person, or misrepresent your identity or affiliation, when contacting us through the Website.

5.4 We make reasonable efforts to keep the Website available, but we do not guarantee uninterrupted or error-free operation. We may suspend, withdraw or restrict the Website at any time without notice.

5.5 The Website may contain links to third-party websites. We have no control over those websites and accept no responsibility for their content or for any consequence of you visiting them.

6. Your Statutory Rights as a Consumer

6.1 If you are a Consumer, the Consumer Rights Act 2015 gives you certain legal rights. In summary, the Vehicle must be:

- (a) of satisfactory quality, taking into account its age, mileage, price and description;

- (b) fit for any particular purpose you have made known to us before purchase; and
- (c) as described.

6.2 If the Vehicle does not meet these standards, you may have the right to:

- (a) reject the Vehicle and obtain a full refund within the first 30 days (the “short-term right to reject”); or
- (b) require us to repair or replace the Vehicle; or
- (c) after one failed repair or replacement, obtain a price reduction or reject the Vehicle (the “final right to reject”), with a deduction permitted for use after the first six months.

6.3 For faults arising within the first six months from delivery, the law presumes the fault was present at the time of supply unless we can demonstrate otherwise, or unless that presumption is incompatible with the nature of the fault.

6.4 The remedies set out in this clause 6 do not limit any other remedies available to you in law.

7. Pre-Contract Information

7.1 Before you place an order, we will provide you with the following information either on the sales invoice, the order form, the Website, or in correspondence:

- (a) the main characteristics of the Vehicle or Services;
- (b) our identity, trading address, and contact details;
- (c) the total price, including VAT and any unavoidable additional charges;
- (d) the arrangements for payment, delivery and performance;
- (e) where applicable for Distance Sales, your right to cancel under clause 25 and how to exercise it;
- (f) details of our complaints procedure under clause 38; and
- (g) any commission arrangement disclosable under clause 17.

8. Vehicle Status and Condition

8.1 Unless expressly described as new, all Vehicles supplied are used vehicles.

8.2 Used Vehicles will exhibit wear and tear consistent with their age, mileage and prior use. Such wear is normal and does not, by itself, constitute a fault.

8.3 Minor cosmetic imperfections, age-related deterioration of trim or paint, and routine consumable wear are to be expected on a used Vehicle and are not faults, save where they fall below the standard of satisfactory quality having regard to the age, mileage and price of the Vehicle.

8.4 You confirm that you have inspected the Vehicle, or had a fair and reasonable opportunity to do so, prior to purchase. This does not apply to Distance Sales, which are governed by clauses 24 and 25.

8.5 We do not guarantee the future performance, reliability or longevity of any Vehicle beyond its condition at the point of sale, save as required by your statutory rights and any third-party warranty.

9. Category-Recorded and Insurance Write-Off Vehicles

9.1 Where a Vehicle has previously been recorded by an insurer as a Category A, B, S or N total loss (or under any prior or successor category), this will be clearly disclosed in writing on the Website listing, the order form and the sales invoice before any contract is concluded.

9.2 You acknowledge that category-recorded vehicles may have been involved in significant prior accident damage that has been repaired, and that this status:

- (a) is permanent and will be visible on any future HPI or vehicle history check;
- (b) may affect the Vehicle's resale value, insurability, and the cost of motor insurance; and
- (c) may affect the availability of finance from certain lenders.

9.3 You should make your own enquiries with your insurer and finance provider before committing to purchase a category-recorded vehicle. We strongly recommend obtaining an independent inspection of any such Vehicle.

9.4 The Vehicle's category status does not, by itself, mean the Vehicle is unsafe or unfit for purpose. Repairs (where carried out) will, in our reasonable belief, have been completed to a roadworthy standard, but unless we expressly state otherwise we do not warrant the standard or completeness of repairs carried out by previous owners or by third parties before the Vehicle came into our stock.

9.5 Your statutory rights under the Consumer Rights Act 2015 apply in full to category-recorded vehicles, taking into account the disclosed category and price paid.

10. Vehicle Description, Data Sources and AI-Generated Content

10.1 Vehicle descriptions, specifications, equipment lists, fuel economy figures and similar data on the Website, in advertisements or on third-party listing platforms (such as Auto Trader, Motors.co.uk and similar) are obtained from manufacturer data, industry data providers (such as CAP HPI), automated vehicle look-up systems, third-party platforms, or AI-assisted content generation tools.

10.2 Some Vehicle descriptions are drafted with the assistance of dedicated automotive AI tools that generate content based on manufacturer data, registration lookups and the specific equipment recorded for the individual Vehicle. While we aim to publish accurate descriptions, we do not warrant that AI-assisted content is free from error or omission. Where any specific feature, specification or representation is material to your decision to purchase, you should obtain written confirmation in accordance with clause 10.4 before committing to purchase.

10.3 Manufacturer data may not always reflect optional extras fitted, deletions, regional specifications, mid-cycle revisions, or differences in trim level. Minor variations between advertised and actual specification may occur.

10.4 Where any specific feature, specification or representation is material to your decision to purchase, you should request written confirmation from us before commitment, and that confirmation should be recorded on the sales invoice or in writing.

10.5 Nothing in this clause limits any liability we may have under section 50 of the Consumer Rights Act 2015 in respect of information provided to a Consumer about the Vehicle on which the Consumer reasonably relied, nor any liability we may have under the Digital Markets, Competition and Consumers Act 2024 for misleading commercial practices.

11. Pricing and Transparency

11.1 The advertised price of a Vehicle is the total price payable to the Company, inclusive of VAT (where applicable under the VAT Margin Scheme) and inclusive of all unavoidable charges.

11.2 Optional extras (such as paint protection, vehicle delivery beyond standard collection, additional warranties, GAP insurance or accessories) will be itemised separately and will only be charged where specifically requested by you and recorded in writing.

11.3 In accordance with the Digital Markets, Competition and Consumers Act 2024, we do not engage in drip pricing. The total price you see at the point of advertising is the total price you will pay, save for any genuinely optional add-ons that you have specifically agreed to.

11.4 Prices are correct at the time of publication but may be amended for genuine errors in accordance with clause 35.

12. Sales Invoice

12.1 The sales invoice records the agreed terms of the transaction, including the Vehicle's identifying details, the price, any agreed pre-sale works, any specific representations relied upon, any category status, and any optional extras.

12.2 Save in respect of statements that are binding under section 50 of the Consumer Rights Act 2015, only items recorded on the sales invoice are contractually binding.

12.3 If any matter that is important to you is not recorded on the sales invoice, you should ask for it to be added in writing before you pay.

13. Vehicle Preparation and Pre-Sale Works

13.1 Vehicles may undergo preparation prior to sale, which may include servicing, repairs, MOT, valeting, inspection or remedial work.

13.2 Any specific pre-sale works agreed between you and the Company will be recorded in writing on the sales invoice or order form.

13.3 Pre-sale preparation is undertaken to bring the Vehicle to a satisfactory and saleable condition; it does not render the Vehicle equivalent to a new vehicle nor immune from future faults.

13.4 Unless expressly stated in writing, no warranty is provided by us in respect of pre-sale preparation work, save for any liability we have under your statutory rights.

14. Deposits and Reservation Fees

14.1 A deposit or reservation fee secures a specific Vehicle and removes it from active sale for an agreed period.

14.2 Deposits will be refunded in full where:

- (a) the Vehicle is materially misdescribed;
- (b) we are unable or unwilling to supply the Vehicle for any reason;
- (c) finance for which you have applied is declined and you are not in a position to proceed by other means; or

(d) you exercise a statutory right to cancel under the Consumer Contracts Regulations 2013 (see clause 25).

14.3 Where you cancel for reasons other than those in clause 14.2, we may retain so much of the deposit as represents our reasonable losses arising from the cancellation. These losses may include, where genuinely incurred, costs of re-advertising, transport, lost margin from a substitute sale, and reasonable administration costs. We will provide a written breakdown on request.

14.4 We will not retain any greater part of a deposit than is necessary to cover those reasonable losses, in accordance with the Consumer Rights Act 2015 and the Competition and Markets Authority's guidance on deposits and advance payments.

15. Payment and Title

15.1 The full purchase price must be paid in cleared funds before the Vehicle is released to you, except where finance has been approved and the lender has confirmed payment to us.

15.2 Title to the Vehicle does not pass to you until payment has been received in full and any cleared period required for the avoidance of chargeback has elapsed.

15.3 Risk in the Vehicle passes to you on physical delivery or collection, whichever is earlier.

15.4 We accept payment by bank transfer, debit card, finance, or such other methods as we may agree in writing. We may decline cash payments above any threshold required by anti-money laundering law.

15.5 We reserve the right to verify the source of funds for the purposes of compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

16. Part Exchange

16.1 If you are part-exchanging a vehicle, you warrant that:

- (a) you are the legal owner of the part-exchange vehicle, or you have full authority to sell it;
- (b) the vehicle is free from all undisclosed finance, charges and encumbrances;
- (c) the description, mileage, condition and history you have provided are accurate;
- (d) the vehicle has not been declared a total loss, write-off or category-recorded vehicle other than as you have disclosed in writing.

16.2 We may carry out HPI, Experian or similar checks and reserve the right to revise or withdraw the part-exchange valuation if any discrepancy is found, including before, on or after handover.

16.3 If we discover after acceptance that any warranty in clause 16.1 was untrue, we may recover from you the difference between the agreed valuation and the true value, together with any costs reasonably incurred.

16.4 Once title in the part-exchange vehicle has passed to us, we may sell, dispose of or modify it without further notice to you.

17. Finance, Credit Broking and Commission Disclosure

17.1 We act as a credit broker, not a lender. Our credit broking activities are conducted as an Appointed Representative of the Principal Firm identified in clause 1.4. Our FCA Reference Number is 1055670.

17.2 The Principal Firm is responsible to the FCA for the credit broking activities we carry out under our appointment. The scope of our permitted activities is determined by our written agreement with the Principal Firm and is recorded on the FCA Financial Services Register.

17.3 We can introduce you to a limited panel of lenders made available through the Principal Firm. The composition of the panel is determined by the Principal Firm and may change from time to time. There may be other lenders in the wider market who would offer different terms; we can only introduce you to lenders on the panel made available through our Principal Firm. Details of the lenders currently on the panel are available from us on request before any finance application is submitted.

17.4 We do not operate, and will not operate, any discretionary commission arrangement (DCA). We have no ability to vary the interest rate offered by a lender in order to increase the commission we receive. Discretionary commission arrangements have been prohibited in the motor finance market since 28 January 2021.

17.5 Where you take finance through us, we typically receive a commission. This may be paid by the lender directly, or paid through the Principal Firm. The commission is paid to us by the lender (or the Principal Firm), not by you. The existence and amount of any such commission will be disclosed to you in writing, in clear and prominent terms, before you sign any finance agreement, by way of a Commission Disclosure Notice substantially in the form set out at Schedule 2.

17.6 The commission may be a fixed amount per agreement, a fixed percentage of the loan, or a flat rate set by the lender, and may vary by lender. The amount of commission we receive does not influence which lender we recommend to you.

17.7 You may ask us at any time, and we will tell you in writing, the fact and amount of commission payable to us in connection with any specific finance proposal. You should ensure you are satisfied with this information before signing any finance agreement.

17.8 Finance is subject to status, affordability assessment and approval by the lender under the Consumer Credit Act 1974 and the FCA Handbook (CONC). We are not responsible for:

- (a) refusal of finance by any lender;
- (b) changes to lender terms before completion;
- (c) errors in third-party finance calculation systems including (without limitation) Codeweavers;
or
- (d) the accuracy of indicative or representative finance illustrations, which are illustrative only and do not constitute an offer of credit.

17.9 Where a finance agreement is cancelled, withdrawn or rescinded due to your action or omission after the Vehicle has been ordered or supplied, we may recover any demonstrable loss we have incurred to the extent permitted by law.

17.10 If you have a complaint about a finance agreement or about our role as credit broker, please refer to clause 38 (Complaints). The Principal Firm is responsible for handling regulated complaints under the FCA Dispute Resolution: Complaints sourcebook (DISP). You may have the right to refer an

unresolved complaint to the Financial Ombudsman Service at financial-ombudsman.org.uk (telephone 0800 023 4567).

18. Third-Party Warranty

18.1 Where a warranty is provided with a Vehicle, it may be supplied by an independent third-party warranty provider and is subject to that provider's separate terms and conditions, which will be supplied to you.

18.2 Any third-party warranty is in addition to, and does not replace or limit, your statutory rights as a Consumer under the Consumer Rights Act 2015 against the Company.

18.3 We are not responsible for the underwriting decisions, claim outcomes, repair authorisations or service standards of a third-party warranty provider, but this does not affect any liability we have to you for the Vehicle under your statutory rights.

19. Reporting Faults

19.1 Without limiting your statutory rights, if you believe the Vehicle has a fault that was present at supply you should:

- (a) notify us in writing as soon as reasonably practicable, providing details of the fault and any relevant evidence;
- (b) where continued use may cause further damage or risk safety, cease using the Vehicle and contact us for instructions; and
- (c) allow us a fair opportunity to inspect the Vehicle and, where appropriate, to carry out a repair.

19.2 If you arrange unauthorised repairs without first giving us a reasonable opportunity to inspect the Vehicle, we may not be liable for the cost of those repairs. This does not affect your statutory rights where it would be unreasonable to require you to wait or where the fault constituted an emergency.

19.3 Business Customers only: a Business Customer must give the Company a fair opportunity to cure any breach before terminating the contract or rejecting the Vehicle, save where the breach is a repudiatory breach incapable of cure.

20. Pre-Existing Fault Assessment

20.1 You acknowledge that no faults were identified at the point of sale other than those expressly disclosed in writing on the sales invoice, in any vehicle inspection report, or in correspondence.

20.2 Where a fault is reported within six months of delivery to a Consumer, the fault is presumed (under section 19(14) of the Consumer Rights Act 2015) to have been present at the time of supply, unless we can show otherwise or unless the presumption is incompatible with the nature of the fault.

20.3 Where a fault is reported after the first six months by a Consumer, the burden of demonstrating that the fault was present at supply rests with the Customer, save where the law provides otherwise.

21. Wear and Tear

21.1 Subject to your statutory rights, the Company is not responsible for the failure or replacement of consumable items and components subject to normal wear and tear, including but not limited to:

- (a) tyres, including premature wear arising from misalignment caused after delivery;
- (b) brake pads, brake discs and brake fluid;
- (c) clutches and clutch components;
- (d) batteries (12-volt starter batteries; for hybrid and EV traction batteries see clause 22);
- (e) wiper blades, bulbs and fuses;
- (f) drive belts, hoses and filters;
- (g) suspension bushes and similar consumable suspension components.

21.2 The exclusions in clause 21.1 do not apply where any such item fails to meet the standard of satisfactory quality having regard to the age, mileage and price of the Vehicle, in which case your statutory rights under the Consumer Rights Act 2015 apply.

22. Vehicle Type Awareness

22.1 You acknowledge that different vehicle types – including petrol, diesel, mild hybrid, full hybrid, plug-in hybrid and electric vehicles, and manual or automatic transmissions – have different operating characteristics, fuel/charging requirements, performance expectations and maintenance schedules.

22.2 In the case of electric and hybrid vehicles, traction battery state of health may degrade over time and is not a fault unless it falls below the manufacturer's state-of-health threshold (where applicable) within any applicable manufacturer warranty period.

22.3 Diesel particulate filters (DPFs), AdBlue systems and similar emissions-control components require regular long journeys to maintain proper function. Failures arising from short-journey use or stop-start driving are a feature of vehicle use rather than a manufacturing fault.

22.4 You are encouraged to research the specific characteristics of any Vehicle before purchase and to ask any questions you may have.

23. Mileage

23.1 Vehicle mileage may increase between the date of advertisement and the date of delivery due to test drives, vehicle movement, mechanical assessment and pre-sale preparation.

23.2 Material mileage discrepancies between the advertised mileage and the actual mileage at delivery will be discussed with you, and you may withdraw without penalty if the discrepancy materially affects the basis of the contract.

24. Distance and Remote Sales

24.1 A Distance Sale is a sale concluded under our organised distance sales scheme without you and a representative of the Company being simultaneously physically present, for example where you reserve, pay for and arrange delivery of a Vehicle entirely online or by telephone.

24.2 In a Distance Sale we may provide images, video walk-arounds, video calls, written descriptions, condition reports and live viewings to assist you in evaluating the Vehicle. These are intended to be helpful but cannot fully replicate physical inspection.

24.3 You are entitled, before commitment, to request additional photographs, video, an independent inspection (at your reasonable expense) or to attend in person to inspect the Vehicle.

24.4 By proceeding with a Distance Sale, you accept the inherent limitations of remote viewing, but this does not affect your statutory rights or your right to cancel under clause 25.

24.5 The exemptions in regulation 28 of the Consumer Contracts Regulations 2013 (which include goods made to the Customer's specification or clearly personalised) may apply where, for example, you have requested specific custom modifications, paintwork, or registration plates. Where an exemption applies, the cancellation right in clause 25 may be lost; we will tell you clearly before commitment if this is the case.

25. Your Right to Cancel a Distance Sale

25.1 If you are a Consumer entering a Distance Sale and no exemption under regulation 28 applies, you have the right to cancel the contract within 14 days without giving any reason. This right derives from the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

25.2 The cancellation period expires after 14 days from the day on which you (or a person nominated by you, other than the carrier) acquire physical possession of the Vehicle.

25.3 To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (for example, a letter sent by post or an email). You may use the model cancellation form set out at Schedule 1 to these Terms, but it is not obligatory.

25.4 Cancellation should be sent to:

Motor Sales Kirkcaldy Ltd, Unit 16, Midfield Drive, Kirkcaldy KY1 3LW

Email: motorsaleskirkcaldy@gmail.com

25.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

25.6 If you cancel this contract, we will reimburse to you all payments received from you (including the cost of standard delivery, but not the cost of any upgraded delivery you chose). We will make the reimbursement without undue delay, and not later than:

- (a) 14 days after the day we receive back from you the Vehicle; or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the Vehicle.

25.7 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

25.8 You must return the Vehicle to us, or arrange for us to collect it, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation. The deadline is met if you send back or hand over the Vehicle before the period of 14 days has expired.

25.9 You will have to bear the direct cost of returning the Vehicle. As an indication, professional transport of a non-driveable vehicle within mainland Britain typically costs between £300 and £1,500 depending on distance, vehicle type and the nature of the transport required. The actual cost may

be higher for longer distances, larger or specialised vehicles, or where urgent or out-of-hours collection is required.

25.10 You are only liable for any diminished value of the Vehicle resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the Vehicle. Where the Vehicle has been used beyond what is necessary to establish those matters, we may make a deduction from any refund equivalent to that diminished value, including (without limitation):

- (a) a per-mile charge of £1.00 per mile driven in excess of 100 miles during the cancellation period, reflecting depreciation and wear (or such lesser amount as fairly reflects the diminished value of the Vehicle);
- (b) the reasonable cost of repairing any damage caused while the Vehicle was in your possession beyond ordinary inspection handling; and
- (c) the cost of replacing any consumables (such as fuel) below the level supplied at delivery.

25.11 The right to cancel does not apply where regulation 28 of the Consumer Contracts Regulations 2013 excludes it, including where the Vehicle has been made or modified to your specification or clearly personalised.

26. Delivery and Transport

26.1 Delivery may be carried out by the Company or by independent third-party providers.

26.2 Risk in the Vehicle passes to you on physical delivery or collection.

26.3 You should inspect the Vehicle on delivery for any visible transit damage and report any concerns to the delivery driver and to us in writing as soon as possible, and in any event within 48 hours of delivery.

26.4 Failure to report visible transit damage promptly may make it more difficult to establish whether damage occurred during transit. This does not affect your statutory rights.

26.5 Estimated delivery dates are given in good faith but are not guaranteed unless agreed as a fixed date in writing. Where delivery is materially delayed, your rights under section 28 of the Consumer Rights Act 2015 (relating to time of delivery) apply.

27. Collection, Storage and Abandoned Vehicles

27.1 Where the Customer is to collect the Vehicle, collection must take place within 7 days of notification that the Vehicle is ready, unless otherwise agreed in writing.

27.2 Reasonable storage charges may apply where collection is delayed beyond the agreed period. We will not begin charging without first giving you written notice of the charges and a reasonable further period to collect.

27.3 Where a Vehicle remains uncollected for more than 28 days after written notice has been given, and you have not responded or made arrangements for collection, we may, after giving a final 14 days' written notice, sell or dispose of the Vehicle to recover storage costs and outstanding sums, accounting to you for any surplus.

27.4 Vehicles left with us for repair or servicing are subject to the same provisions, and we may exercise a lien over any such Vehicle for unpaid repair or storage costs in accordance with the law.

28. Third-Party Services

28.1 MOT tests, certain inspections, paint correction, transport, valeting, finance and warranty services may be carried out or supplied by independent third parties.

28.2 The Company is not liable for the standards, findings, decisions or actions of third parties save where, as a matter of law, we have liability to you in respect of services we have arranged or supplied to you.

29. Repairs and Servicing

29.1 Repairs are diagnosed and quoted on the basis of the visible condition at the point of inspection.

29.2 Diagnosis may be revised after dismantling, further investigation or as work progresses. Where the scope or cost of work is likely to exceed the original quotation, we will contact you to seek your authority before continuing.

29.3 Diagnostic and inspection charges, where notified to you in advance, are payable regardless of the diagnostic outcome.

29.4 Unless agreed in writing, no separate warranty is given on repair work over and above the implied terms in the Consumer Rights Act 2015 (for Consumers) or the Supply of Goods and Services Act 1982 (for Business Customers), namely that work is carried out with reasonable care and skill.

29.5 The Company is not liable for consequential failures of separate components arising after a repair, save where caused by our negligence or breach of contract.

30. Customer Responsibilities

30.1 You are responsible for maintaining and operating the Vehicle in accordance with the manufacturer's recommendations, including servicing intervals and routine checks of fluid levels, tyre pressures and similar items.

30.2 Continued use of the Vehicle after the manifestation of a fault that you have identified, where such use causes or worsens damage, may affect your remedies.

31. Non-Cooperation

31.1 The investigation of any reported fault or warranty claim requires reasonable cooperation, including providing access to the Vehicle, allowing inspection, and providing relevant information and documentation.

31.2 We may suspend assessment of a claim where the Customer fails to provide reasonable cooperation, but we will not unreasonably withhold remedies, and we will explain in writing what is required.

32. Modifications and Third-Party Interference

32.1 We are not liable for faults arising as a consequence of modification, alteration, tuning, remapping or repair carried out by the Customer or by a third party after delivery, save where the underlying fault was already present at supply and would have manifested in any event.

32.2 Modifications carried out without our prior written agreement may invalidate any warranty supplied by us or by a third party.

33. Payment Default and Chargebacks

33.1 Where any payment is reversed, declined, recalled or subject to chargeback, the Company may:

- (a) recover the Vehicle (title not having passed under clause 15.2);
- (b) pursue payment of the outstanding sums;
- (c) recover associated costs reasonably incurred, including bank fees, recovery costs and reasonable legal expenses to the extent recoverable in law; and
- (d) charge interest on overdue sums at 4% per annum above the Bank of England base rate, calculated daily.

33.2 Business Customers only: a Business Customer shall not be entitled to set off, withhold or deduct any sum from a payment due to the Company by reason of any counter-claim or alleged set-off, save with the Company's prior written agreement.

34. Limitation of Liability

This clause sets out the limits of our liability. Please read it carefully. Nothing in this clause limits or excludes liability that cannot be limited or excluded by law.

34.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence or that of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by sections 9 to 17 of the Consumer Rights Act 2015 (in respect of Consumers) or sections 12 to 15 of the Sale of Goods Act 1979 (in respect of Business Customers);
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be unlawful for us to limit or exclude, or attempt to limit or exclude, our liability.

34.2 Subject to clause 34.1, our total liability to a Consumer arising in connection with the Vehicle or Services (whether in contract, delict, breach of statutory duty or otherwise) shall be limited to the price actually paid for the Vehicle or Services, save where a higher amount is required to satisfy your statutory rights.

34.3 Subject to clause 34.1, in the case of a Business Customer, our total liability to the Business Customer arising in connection with the Vehicle or Services (whether in contract, delict, breach of statutory duty or otherwise) shall be limited to the price paid for the Vehicle or Services. The Company shall not be liable to a Business Customer for any indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of anticipated savings, or loss of goodwill.

35. Errors and Omissions

35.1 Where a genuine error has been made in pricing, specification, availability or any other material aspect of an offer, we reserve the right to correct the error and, where appropriate, to cancel the transaction and refund any sums paid.

35.2 We will not rely on this clause to escape obligations where the error is not genuine or where you have already taken delivery and the error was clearly known to us at the point of sale.

36. Customer Reviews and Online Conduct

36.1 In accordance with the Digital Markets, Competition and Consumers Act 2024, we do not write fake reviews, and we do not pay or incentivise customers to leave positive reviews.

36.2 Where customer reviews are displayed on the Website or in our marketing, those reviews are genuine reviews submitted by customers. We take reasonable steps to verify their authenticity and to remove any review that we believe is not genuine.

36.3 Where a review has been incentivised in any way (for example, given in exchange for a discount or gift), this will be clearly disclosed.

36.4 You are entitled to leave honest reviews, including critical reviews, about your experience with the Company. Nothing in these Terms restricts your right to do so.

36.5 You agree, however, that you will not:

- (a) publish statements about the Company that you know to be false;
- (b) publish content that is defamatory, harassing, threatening, racially or otherwise abusive towards our staff or customers;
- (c) impersonate another person in a review or communication; or
- (d) coordinate or procure others to publish false reviews on your behalf.

36.6 We reserve the right to seek removal of, or pursue legal remedies in respect of, content that breaches clause 36.5, including under the Defamation Act 2013 and the Protection from Harassment Act 1997. Honest critical reviews fall outside this clause.

37. Communication and Notices

37.1 Formal communication relating to the contract or any dispute should be in writing, by email to motorsaleskirkcaldy@gmail.com or by post to the registered office at Unit 16, Midfield Drive, Kirkcaldy KY1 3LW.

37.2 A notice sent by email is deemed received on the next working day after sending. A notice sent by first-class post is deemed received on the second working day after posting.

37.3 Verbal discussions are not, by themselves, formal notice for the purposes of any contractual or statutory step, but may form part of the evidence in any dispute.

37.4 You are encouraged to ask any question, raise any concern, or seek any clarification before, during or after purchase.

38. Complaints Procedure

38.1 If you have a complaint, please contact us in the first instance:

Email: motorsaleskirkcaldy@gmail.com

Post: Motor Sales Kirkcaldy Ltd, Unit 16, Midfield Drive, Kirkcaldy KY1 3LW

38.2 We will:

- (a) acknowledge your complaint within 5 working days;
- (b) investigate the complaint and provide a substantive response, normally within 14 days, and in any event within 8 weeks of receipt; and
- (c) where the complaint cannot be fully resolved within 8 weeks, write to you to explain the position and your further options.

38.3 Complaints relating to credit broking, finance arrangements or commission disclosure are handled in accordance with the FCA's Dispute Resolution: Complaints sourcebook (DISP) and are the regulatory responsibility of the Principal Firm. We will work with the Principal Firm to investigate and respond to such complaints.

38.4 Where such a complaint is not resolved to your satisfaction within 8 weeks, you may have the right to refer the matter to the Financial Ombudsman Service free of charge (financial-ombudsman.org.uk; 0800 023 4567). The Financial Ombudsman Service is independent and its decisions are binding on the firm.

39. Alternative Dispute Resolution

39.1 The Company is not currently a member of an Alternative Dispute Resolution (ADR) scheme for vehicle sales. We will, however, consider engaging in ADR with an accredited ADR provider where this is appropriate and where doing so does not prevent you from pursuing your other rights.

39.2 You may consider referring an unresolved consumer dispute to The Motor Ombudsman (themotorombudsman.org), which is a Chartered Trading Standards Institute approved ADR provider for the motor industry. We are not currently a member of The Motor Ombudsman, but the service can advise you on options.

39.3 For unresolved finance and credit broking complaints, you may refer the matter to the Financial Ombudsman Service free of charge (financial-ombudsman.org.uk).

40. Dispute Escalation Before Court Action

40.1 If a dispute arises between us, the parties agree (without prejudice to any statutory right of either party to commence proceedings at any time) to attempt to resolve it through the following steps before court action is initiated:

- (a) the complaining party will set out the dispute in writing under clause 38, providing details and any supporting evidence;
- (b) the parties will engage in good-faith correspondence for a period of at least 30 days from receipt of the written complaint;
- (c) if no resolution is reached, the parties will consider mediation through CEDR (cedr.com), Scottish Mediation, or another mutually agreed accredited mediator.

40.2 Nothing in this clause prevents either party from:

- (a) bringing an urgent application for an interim remedy;

- (b) commencing proceedings to prevent a limitation period from expiring;
- (c) referring a complaint to the Financial Ombudsman Service or any other regulator; or
- (d) any Consumer exercising their statutory right to raise a court action at any time.

41. Consumer Guidance

41.1 You may obtain free, independent guidance about your consumer rights from:

- Citizens Advice (citizensadvice.org.uk; 0808 223 1133 in Scotland)
- Trading Standards via Advice Direct Scotland (advice.scot; 0808 164 6000)
- The Competition and Markets Authority (gov.uk/cma)
- The Financial Ombudsman Service for finance complaints (financial-ombudsman.org.uk)

42. VAT, Margin Scheme and Plus-VAT Sales

42.1 The Company is registered for VAT (number 508 8034 91) and primarily operates the VAT Margin Scheme for second-hand vehicles in accordance with HMRC Notice 718/1.

42.2 Under the VAT Margin Scheme:

- (a) VAT is calculated only on the difference between the Company's purchase price and selling price (the margin);
- (b) the VAT element is not separately itemised on the sales invoice; and
- (c) VAT charged on the margin is not reclaimable by the Customer, even where the Customer is VAT-registered.

42.3 Certain Vehicles fall outside the Margin Scheme and are sold on a Plus-VAT basis, including (without limitation):

- (a) commercial vehicles where the Company has reclaimed input VAT on purchase;
- (b) Vehicles purchased from VAT-registered traders who supplied a full VAT invoice;
- (c) Vehicles otherwise ineligible for the Margin Scheme.

42.4 Where a Vehicle is sold on a Plus-VAT basis:

- (a) this will be clearly stated in the advertisement and on the sales invoice;
- (b) VAT at the prevailing standard rate will be added to the sale price and shown separately;
- (c) a full VAT invoice will be issued; and
- (d) a VAT-registered Business Customer may be entitled to reclaim the VAT shown, subject to HMRC rules.

42.5 All advertised prices are inclusive of VAT where applicable, save that Plus-VAT trade prices may be advertised exclusive of VAT where the listing is clearly directed at Business Customers and is marked as such.

43. Trade Sales and Sold-As-Seen Disposals

43.1 Where a Vehicle is sold to a Business Customer in the motor trade as a trade-only sale or on a “sold as seen”, “spares or repairs” or equivalent basis:

- (a) this will be clearly stated on the sales invoice;
- (b) the sale is on a strict trade-to-trade basis with the Vehicle sold in its current condition with all faults, whether disclosed or not;
- (c) the implied terms in sections 13 to 15 of the Sale of Goods Act 1979 (other than as to title) are excluded to the maximum extent permitted by the Unfair Contract Terms Act 1977; and
- (d) the Business Customer confirms that it has had a full opportunity to inspect the Vehicle and is purchasing on the basis of its own assessment.

43.2 Trade-only and sold-as-seen sales are not made to Consumers, and the protections of the Consumer Rights Act 2015 do not apply to such sales.

43.3 The Company will not knowingly sell a Vehicle to a Consumer on a “sold as seen” basis. Any clause purporting to do so against a Consumer is void.

43.4 Trade sales may be the subject of a separate written trade sale agreement, which (where signed) takes precedence over these Terms in respect of that sale.

44. Data Protection and Privacy

44.1 The Company is the data controller for personal data we collect in connection with sales, services, finance applications and related activities. We process personal data in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 and any other applicable data protection law.

44.2 The lawful bases on which we process personal data include:

- (a) performance of a contract with you (e.g. processing your order, arranging delivery, servicing your Vehicle);
- (b) compliance with a legal obligation (e.g. anti-money laundering, VAT records, motor trade record-keeping);
- (c) our legitimate interests (e.g. fraud prevention, debt recovery, business administration), provided these are not overridden by your interests; and
- (d) your consent, where consent is sought (e.g. for marketing).

44.3 You have the following rights in respect of your personal data, exercisable by contacting us:

- (a) the right of access to a copy of your personal data;
- (b) the right to have inaccurate data rectified;
- (c) the right to erasure (“right to be forgotten”) where applicable;
- (d) the right to restrict processing in certain circumstances;
- (e) the right to data portability where applicable;
- (f) the right to object to processing based on legitimate interests or for direct marketing;
- (g) the right to withdraw consent at any time, where processing is based on consent.

44.4 We retain personal data only for as long as is necessary for the purpose for which it was collected, including for record-keeping purposes required by law (typically a minimum of 6 years for sales and finance records, longer where required by HMRC, the FCA or other regulators).

44.5 You have the right to lodge a complaint with the Information Commissioner's Office (ico.org.uk; 0303 123 1113) if you believe your personal data has been mishandled.

44.6 This clause 44, taken together with clause 45, sets out our privacy notice for the purposes of Articles 13 and 14 of the UK General Data Protection Regulation. If you require further information about how we handle your personal data, or wish to exercise any of the rights set out in clause 44.3, please contact us using the details in clause 1.6.

45. Information Sharing

45.1 We may share personal data with carefully selected third parties where necessary, including:

- (a) the Principal Firm and finance lenders for the purpose of credit broking and credit assessment;
- (b) warranty providers, insurers and roadside assistance providers in connection with cover taken with the Vehicle;
- (c) the DVLA and HPI (and equivalent providers) for vehicle history and registration purposes;
- (d) HMRC, the FCA and other regulators where required by law;
- (e) auction houses, fleet operators and previous keepers in connection with vehicle history;
- (f) credit reference agencies and fraud prevention agencies, including Cifas, where appropriate;
- (g) our professional advisers (accountants, solicitors), our IT and software providers, payment processors and debt collection agents.

45.2 We may carry out identity, address, anti-money laundering, fraud prevention and credit reference checks. The result of such checks may be retained by us and by the relevant agency.

45.3 Communications with you may be recorded for training, monitoring, complaint handling and dispute resolution purposes.

45.4 We do not sell personal data to third parties for marketing purposes.

46. Cookies and Online Tracking

46.1 The Website uses cookies and similar technologies. Where required by the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), we will obtain your consent before placing non-essential cookies.

46.2 You can manage your cookie preferences through any cookie banner displayed on the Website or through your browser settings. Where a separate Cookies Policy is published on the Website, that policy forms part of these Terms.

47. Force Majeure

47.1 The Company is not liable for any failure or delay in performance arising from events outside our reasonable control, including (without limitation) acts of God, severe weather, fire, flood, war,

civil unrest, terrorist action, pandemic, government action, supplier or carrier failure, transport disruption, industrial action, IT or telecommunications failure, or third-party data breach.

47.2 Where a force majeure event prevents performance for more than 30 days, either party may terminate the affected contract by written notice without further liability, save in respect of accrued rights and any sums already due.

47.3 Nothing in this clause affects your statutory rights, including any right to a refund where we cannot supply the Vehicle.

48. Severability

48.1 If any provision of these Terms is held by a court or other competent authority to be invalid, illegal or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

48.2 If any provision is found unenforceable but would be enforceable if part of it were modified or deleted, the provision shall apply with such modification as is necessary to make it enforceable.

49. Third Party Rights

49.1 Save as expressly provided otherwise in these Terms, a person who is not a party to these Terms shall have no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any of them.

50. Assignment

50.1 You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without our prior written consent.

50.2 We may assign, transfer or sub-contract any of our rights or obligations under these Terms to any successor in business or to any associated company, provided that this does not adversely affect your rights under these Terms.

51. Waiver

51.1 No failure or delay by either party to exercise any right or remedy under these Terms shall be construed as a waiver of that right or remedy.

51.2 Any waiver must be given in writing and signed by the waiving party.

52. Variation of Terms

52.1 We may amend these Terms from time to time. The latest version will be published on the Website with the effective date stated.

52.2 The Terms in force at the date of your transaction shall apply to that transaction. A subsequent change to the Terms does not vary the terms applicable to a contract that has already been formed.

52.3 Variations to an existing contract require the written agreement of both parties.

53. Entire Agreement

53.1 These Terms, together with the sales invoice, any order documentation, any handover, sale or workshop agreement signed at point of sale or service, any pre-contract information provided under the Consumer Contracts Regulations 2013, any Commission Disclosure Notice, our Privacy Notice, our Cookies Policy, and any documents expressly incorporated by reference, constitute the entire agreement between us in respect of their subject matter.

53.2 Nothing in this clause limits any liability we may have for fraud or fraudulent misrepresentation, nor any claim for misrepresentation under section 50 of the Consumer Rights Act 2015 or the Misrepresentation Act 1967, nor any other liability that cannot be excluded by law.

54. Governing Law and Jurisdiction

54.1 These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

54.2 The parties submit to the exclusive jurisdiction of the Scottish courts in respect of any such dispute or claim, save that nothing in this clause prevents a Consumer from bringing proceedings in any other court that has jurisdiction by virtue of the Consumer's residence.

SCHEDULE 1

Model Cancellation Form (Distance Sales)

You only need to complete and return this form if you wish to cancel a Distance Sale within the 14-day cancellation period described in clause 25 of these Terms. You may also cancel by any other clear written statement.

To: Motor Sales Kirkcaldy Ltd

Unit 16, Midfield Drive, Kirkcaldy KY1 3LW

Email: motorsaleskirkcaldy@gmail.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following Vehicle:

Make and model: _____

Registration number: _____

VIN (if known): _____

Date of order: _____

Date of receipt: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

[] Delete as appropriate.*

SCHEDULE 2

Specimen Commission Disclosure Notice

This Schedule sets out the form of Commission Disclosure Notice that we will provide to you in writing before you sign any finance agreement, in accordance with the FCA Handbook (CONC 4.5 and CONC 3.7) and consistent with the FCA’s Motor Finance Consumer Redress Scheme rules in PS26/3 (in force from 31 March 2026). The actual notice will be issued separately at point of sale and will contain the specific figures applicable to your finance proposal.

1. Who we are

Motor Sales Kirkcaldy Ltd is an Appointed Representative of [INSERT PRINCIPAL FIRM FULL REGISTERED NAME] (FCA Reference Number [INSERT PRINCIPAL FRN]), which is authorised and regulated by the Financial Conduct Authority. Our FCA Reference Number is 1055670.

2. Our role

We act as a credit broker, not a lender. As an Appointed Representative we can introduce you to a limited panel of lenders made available through our Principal Firm. The composition of the panel is determined by the Principal Firm and may change from time to time. Details of the lenders currently on the panel are available from us on request before any finance application is submitted.

There may be other lenders in the wider market that could offer you finance on different terms. We can only introduce you to lenders on our panel.

3. Commission

If you take finance through us, the lender will typically pay a commission for introducing you to them. The commission may be paid by the lender directly to us, or paid to us through our Principal Firm. The commission is not paid by you, but you should be aware of it because the existence of commission may be relevant to your decision.

Type of commission for this proposal: [INSERT – e.g. fixed fee per agreement / fixed percentage of loan / flat rate set by lender]

Lender: [INSERT NAME OF LENDER]

Amount of commission payable to us: £[INSERT – specific amount]

Or, where amount is variable, basis of calculation: [INSERT BASIS]

4. No discretionary commission

We do not, and cannot, vary the interest rate that the lender offers you in order to increase the commission we receive. Discretionary commission arrangements have been prohibited in motor finance since 28 January 2021.

5. Tied arrangements

[Choose one of the following – to be confirmed with the Principal Firm]:

Option A: We are not contractually obliged to introduce you to any particular lender first or to give any lender a right of first refusal.

Option B: Our agreement with [INSERT LENDER] requires us to give that lender a right of first refusal on finance proposals. Where that lender declines or you do not accept their offer, we may then introduce you to other lenders on our panel.

6. How commission affects you

The amount of commission we receive does not influence which lender on our panel we recommend to you. We aim to recommend the lender best suited to your circumstances based on the lender’s likely acceptance criteria, the type of finance product, and the overall cost to you.

7. Your right to ask

You have the right to ask us, at any time, for the fact and amount of commission we receive on any finance proposal. We will provide that information in writing.

8. Your acknowledgement

By signing below you confirm that you have read and understood this Commission Disclosure Notice before signing any finance agreement.

Signed: _____

Print name: _____

Date: _____

Signed for and on behalf of Motor Sales Kirkcaldy Ltd: _____

Date: _____

— End of Document —