

Otterbourne Car Company Terms and Conditions

Parties

1.1 Otterbourne Car Company Ltd ("**OCC**", "**we**", "**us**" or "**our**") operates www.Otterbournecars.com (the "**Site**"). We are registered in England and Wales under company number 13380208 and have our registered office at 81, High Street Cosham PO6 3BL. Our VAT number is 383 2081 65

1.2 **You** are the customer ("**You**" or "**Your**") who places an order on the Site.

2 Your Order

2.1 **Your** purchase details are specified in **Your** order confirmed on the Site ("**Your Order**") and will include the make, model, price, and fees including Delivery Charge (if applicable).

2.2 **Your** Order will specify **Your** details as the recipient of the Vehicle.

2.3 Neither **You** nor anyone in **Your** household may place more than one order in any 14-day period.

2.4 A contract is formed between **You** and **Us** 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**") save if **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** Vehicle to the third-party finance provider – see section 5 below.

2.5 If we accept **Your** Order, we will send **You** an email confirmation of **Your** Order.

2.6 In the event of any conflict, inconsistency or ambiguity between **Your** Order and these Terms, **Your** Order will take precedence.

2.7 While we try to make sure that all prices on our Site are accurate, errors sometimes happen. If we discover an error in the price of goods or services **You** have ordered, we will tell **You** as soon as possible and give **You** the option of reconfirming **Your** Order at the correct price or cancelling it. If we can't contact **You**, we will treat **Your** Order as cancelled. If **You** cancel and **You** have already paid, **you** will receive a full refund. If **You** cancel and **You** are financing **Your** Vehicle, **you** will need to contact your finance provider to cancel **Your** finance agreement as set out in Section 7

3 Your Vehicle

3.1 Your Vehicle will be available at the OCC Sites and at the time given in **Your** Order.

3.2 Prior to collection, the Vehicle will have undergone a 115-point mechanical and specification inspection as part of our preparation of the Vehicle for sale. The Vehicle will also have an MOT.

3.3 Subject to sections 3.4 and 3.5 below, OCC provides **You** with 90-day warranty and roadside assistance coverage for the Vehicle free of charge. Assuming the exclusions in sections 3.4 and 3.5 don't apply **You** will automatically be opted in for this 90-day warranty at the time of purchase, but **You** can cancel this benefit on our Site before **You** place **Your** Order. If **You** remain opted-in for this benefit, **Your** contract for it will be on their terms. **Your** direct contractual relationship will be with Warranty Admin Services for the 90-day warranty and with our third-party roadside assistance provider for the roadside assistance coverage.

3.4 If **You** will be using the Vehicle for hire and reward, the warranty and roadside assistance coverage in section 3.3 will not apply to **Your** Order. Other exclusions apply - please see these terms for more information.

3.5 OCC does not provide any manufacturer's guarantee for the Vehicle. If and to the extent that a manufacturer's guarantee and / or roadside assistance programme endures from a previous period of ownership of the Vehicle and **You** are entitled to receive the benefit of this, OCC reserves the right to provide only the difference between the 90-day warranty / roadside assistance and that amount of coverage from which the Vehicle will continue to benefit from the point of Collection (as defined below).

3.6 The Vehicle may previously have been used as a lease or rental Vehicle 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 Vehicle on **Your** request. However, if **You** have any questions about the previous use of the Vehicle or have specific requirements **You** are advised to discuss these with us before placing **Your** Order.

3.7 The mileage on the Vehicle may vary to that stated on the site because of, for example, transport to our refurbishment facility and delivery to **You** or to OCC sites. If **Your** Vehicle is a car, the mileage will not vary by more than 100 miles from the amount stated on the Site. If **Your** Vehicle is a pickup truck or a van, the mileage may vary by more than 100 miles from the amount stated on the Site. This is due to the type of transport used to deliver the Vehicle to our refurbishment facility.

3.8 References to "Leather" on the Site may not be genuine or 100% leather but rather partial leather or an artificial substitute.

3.9 The images of the Vehicle on our Site are for illustrative purposes only. Although we make every effort to display the Vehicle accurately, we do not guarantee that the images of the Vehicle on the Site exactly reflect the actual appearance of the Vehicle. In addition, although we make every effort to describe the colour of the Vehicle accurately, **You** may consider that the colour description of the Vehicle

differs from the actual appearance of the Vehicle. We do not guarantee that the colour of the Vehicle exactly reflects the description. If **You** believe that the Vehicle **You** purchased differs from the way it is depicted on our Site, **You** have the right to refuse to Collect the Vehicle or return the Vehicle and seek a refund in accordance with these Terms.

3.10 We check **Your** Vehicle for manufacturer recall notices at the point **Your** Vehicle arrives in our reconditioning centre. To the extent any recall notices are identified at that time we will endeavour to resolve the recall issue with the manufacturer. After this point we do not make any further recall checks.

3.11 We do not give or make any representation, warranty or undertaking that **Your** Vehicle will not be subject to a manufacturer's recall notice at the point of sale or at any time in the future.

3.12 If **Your** Vehicle is subject to a manufacturer's recall notice at the point of sale and we cannot resolve the recall issue with the manufacturer prior to Collection; OCC may cancel **Your** Order at any point before the Vehicle is collected. If we do this, we will refund all payments received for the Vehicle.

3.13 If we identify a quality issue with **Your** Vehicle prior to Collection and we are unable to fix this issue or it is not practical for us to do so (for example, if fixing the issue would be too expensive), OCC may cancel **Your** Order at any point before the Vehicle is collected. If we do this, we will refund all payments received for the Vehicle.

4 Payment and Charges

4.1 **You** can only pay by credit or debit cards on the date on which **Your** Order is placed. **You** may also arrange third-party finance to pay for **Your** Vehicle - see section 5 below, we accept payments by bank transfer

4.2 Card payments. For card payments, your payment is governed by Take-payments terms and conditions (or their equivalent or replacement from time to time). It is **Your** responsibility to read the relevant terms and ensure that **You** understand and agree to be bound by them. By paying by card, **You** authorise us to send instructions to **Your** card issuer to take payments from the linked account for the payment of **Your** vehicle and any subsequent related transactions. We will inform **You** of any amounts before sending instructions to the card issuer.

4.3 We do not accept any of the following methods of payment, personal cheques, business cards, banker's drafts or building society cheques. Bank transfers are the only method of payment.

4.4 **You** will receive confirmation of **Your** payment for the Vehicle.

4.5 **Your** Order includes the purchase price, in the case of a Vehicle purchased using third-party finance, may include a deposit ("**Deposit**") but does not include the Vehicle's tax or Vehicle's registration fees, to the extent applicable. The cost of the

Vehicle's first registration fees (if applicable) will be charged in addition to the purchase price at the applicable rates.

4.6 You will be required to register and pay for vehicle tax at the point that **You** accept Delivery of the Vehicle.

4.7 The purchase price includes VAT (where applicable) at the current rate chargeable in the United Kingdom on the date of purchase.

4.8 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.

5 Finance Agreement

5.1 You may be eligible to pay for **Your** Vehicle on finance through our third-party finance providers.

5.2 OCC acts as a credit broker and an intermediary for general insurance products but not as a lender.

5.3 OCC is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (the FCA) and whose registration number is 951478

5.4 If **You** choose to apply for finance for **Your** Vehicle, **You** can do so on the Site. Approval for **Your** finance ordinarily takes several minutes but it may take longer. Please note that APRs provided on the Site are representative only.

5.5 Once **You** complete **Your** application, we will share **Your** personal information (including financial information) with another broker, Close Brothers Limited, specific terms for which are available.

5.6 If **You** enter into a finance agreement through the Site, **You** undertake to register as the keeper/owner of the Vehicle as soon as possible following Delivery or Collection (as applicable).

5.7 Close Brothers Limited will introduce **You** to a finance party whose terms will be provided when **You** e-sign **Your** finance documents.

5.8 If **You** are using third-party finance through the Site, to ensure delivery or collection of **Your** Vehicle can take place, you will need to e-sign Your finance documents after **You** have paid **Your** Deposit but at least 48 hours before collecting **Your** Vehicle.

5.9 If **You** finance **Your** Vehicle from a third-party finance provider, **You** must understand that:

- **5.9.1** we will no longer sell **Your** Vehicle to **You**. We will sell it to the finance provider who will supply it to **You** on the terms of the finance agreement. The finance provider will own it until **You** get title to it under the terms of the finance agreement.

- **5.9.2** Section 7 explains **Your** right of withdrawal. [OBJ]

- **5.9.3** notwithstanding that we are no longer selling **You** the Vehicle we undertake to **You** that we shall remain bound to **You** by the following sections of these Terms and Conditions (save as expressly amended for third-party finance agreements):

6 Collection

This section 6 applies only if you Collect **Your** Vehicle.

6.1 We offer Collection of the Vehicle at an OCC site.

6.2 Collection of **Your** Vehicle will take place on the date and time shown in **Your** Order ("**Collection**") unless we tell **You** otherwise.

6.3 Only **You** are eligible to Collect the Vehicle.

6.4 When **You** Collect the Vehicle, **You** must show **Your** photographic UK driving licence to the OCC to verify **Your** identity and a utility bill to verify **Your** address. **You** may also show **Your** passport to verify **Your** identity. We may refuse to allow **You** to Collect the Vehicle or any other product(s) if **You** don't provide this identification when we ask.

6.5 On Collection, **You** must confirm receipt to the OCC **You** must sign our receipt to confirm that **You** have received the Vehicle, and that it meets the specification in **Your** Order.

6.6 Where **You** pay for the Vehicle, ownership of the Vehicle will pass to **You** once: (i) we have received full payment of the purchase price (and any other amounts due) in cleared funds; (ii) we have accepted Your Part Exchange Car as partial payment of the purchase price (if applicable); and (iii) **You** have accepted **Your** Vehicle by signing our pro-forma invoice (in accordance with section 5 above). Where **You** have entered into a third-party finance agreement **You** should be aware that ownership of the Vehicle will remain with the finance provider and the finance agreement will set out when and if title to the Vehicle will pass to **You**.

6.7 We will own the Vehicle until each of the conditions set out in section 6.6 has been satisfied, at which point we will notify the DVLA of the change in ownership. **You** should contact the DVLA if **You** do not receive Your V5 logbook within 7 days after Collection.

7 Your Cancellation Rights: where You have paid for the Vehicle

7.1 You can cancel Your Order with us at any point before the Vehicle is collected by contacting OCC at sales@OtterbourneCars.com or phone 02380 602598

7.2 Where You have paid for the Vehicle on the Site Yourself, You have the cancellation rights set out in this section. Where You have entered into a third-party finance agreement through the Site, Your rights are slightly different because we are no longer supplying the Vehicle to You and instead the Vehicle is being provided to You by the finance provider. Your rights in this situation are explained in section 8 below.

7.3 After Collection of the Vehicle, under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel Your Contract within 30 days after Delivery or Collection without giving any reason.

7.4 You cancel Your Contract within the 30 -day cancellation period, we will refund all payments received for the Vehicle. However, we are permitted by law to reduce Your refund to reflect any reduction in the value of the Vehicle, for example, costs associated with mileage You have incurred on the Vehicle and the costs to repair any damage that may have occurred during the period in which You were responsible for the Vehicle.

7.5 You have a legal obligation to handle and take reasonable care of the Vehicle while it is in Your possession. If You fail to comply with this obligation, we may have a right of action against You for compensation. If the value of the Vehicle is diminished because of Your use, we may recover such diminished value from You either directly or by reducing the value of any refund due by that amount.

7.6 To cancel Your Contract under this section 7, You must inform us of Your decision to cancel by 5pm on the 30th day after Collection of Your Vehicle was accepted by You. This must be done by telephone by calling OCC on 02380 602598 or by using the model cancellation form in section 16 below. You will need to provide us with Your name, postal address, and where available, Your telephone number and email address.

7.7 Your cancellation will be effective from the point at which we pick up the Vehicle.

7.8 We will aim to contact You within two days of receiving Your cancellation request, including to arrange for you to delivery back to us Your Vehicle. If You have not heard from us within this time, please contact OCC on 02380 602598

7.9 Upon cancellation, the Vehicle must:

- **7.9.1** be free of all financial charges other than the one created by this Contract.

- **7.9.2** be in the same condition **You** received it except for reasonable wear and tear or any mechanical problem that becomes evident after Delivery that was not caused by **You**.

- **7.9.3** be without damage or having been in an accident (otherwise we will be entitled to recover from **You** any loss in value of the Vehicle as set out in sections 6.3 and 6.4 above); and

- **7.9.4** have not incurred more than 250 miles since Delivery or Collection otherwise we will charge **You** an excess mileage charge of £1.00 per mile for each mile above the 250-mile limit.

If **You** exercise **Your** legal right to cancel, **You** must promptly return the Vehicle's V5 logbook to us. We will issue the refund as soon as possible once we receive the Vehicle, but we may withhold £200 from **Your** refund until we receive the Vehicle's V5 logbook.

7.10 We will issue **Your** refund, in accordance with section 4 above or this section 7, using the payment method which **You** used to pay for the Vehicle save that any refunds for Part Exchange Cars (defined in section 10 below) will be undertaken via bank transfer. If **Your** payment is refunded but we subsequently discover a defect sustained during **Your** period of ownership, we reserve the right to debit a compensatory amount from **Your** credit or debit card.

Please note that this section 7 is not intended to be a full description of all **Your** legal rights. Full details of **Your** rights can be obtained, in the UK, from **Your** local Citizens' Advice Bureau or **Your** Local Authority's Trading Standards Office.

8 Your Right of Withdrawal: where You have entered into a finance agreement to pay for the Vehicle

8.1 **You** have entered into a finance agreement to pay for the Vehicle **You** will be given a right to change **Your** mind and withdraw from the finance agreement under s66A of the Consumer Credit Act 1974 without giving any reason. The exact terms of the right to withdraw will be set out in the finance agreement itself. If **You** exercise the right, it will bring the finance agreement with the finance provider to an end. It does not automatically mean that **You** can pull out of buying the Vehicle.

8.2 **You** must then ensure that **You** follow the procedures set out for the return of the Vehicle within the Period as set out in section 6 above. On delivery of the Vehicle, OCC will pay to the finance provider the amounts payable by **You** on **Your** withdrawal from the finance agreement (the "**Finance Amount**").

8.3 If **You** fail to arrange for delivery of the Vehicle within the Period **You** will remain liable to pay the finance provider the Finance Amount as explained in the finance agreement.

8.4 **You** must take reasonable care of the Vehicle while it is in **Your** possession. If the value of the Vehicle is diminished because of **Your** use, we may recover such diminished value from **You**.

8.5 To exercise **Your** cancellation rights under this section 6, **You** must inform us of **Your** decision to cancel by 5pm on the 14th day after Delivery of **Your** Vehicle was accepted by **You**. This must be done by telephone by calling OCC on 02380 602598 or by using the model cancellation form in section 16 below.

8.6 **You** will need to provide us with **Your** name, postal address, and where available, **Your** telephone number and email address.

8.7 **Your** cancellation will be effective from the point at which **You** return the Vehicle.

8.8 We will aim to contact **You** within two days of receiving **Your** cancellation request, including to arrange your delivery of **Your** Vehicle. If **You** have not heard from us within this time, please contact OCC On 02380 602598.

8.9 Upon cancellation, the Vehicle must:

- **8.9.1** be in the same condition **You** received it except for reasonable wear and tear or any mechanical problem that becomes evident after Delivery that was not caused by **You**;

- **8.9.2** be without damage or having been in an accident (otherwise we will be entitled to recover from **You** any loss in value of the Vehicle as set out in sections 12.3 and 12.4 above); and

- **8.9.3** not have incurred more than 250 miles from the date of Delivery or Collection otherwise we will charge **You** an excess mileage charge of £1.00 per mile for each mile above the 250-mile limit.

8.9.4 **You** must promptly return the Vehicle's V5 logbook to us.

9 Vehicle Return

9.1 if **You** exercise **Your** withdrawal or cancellation rights under section 6, **You** may then purchase a different Vehicle on the Site and may benefit from 90-day warranty and roadside assistance cover (subject to the exclusions outlined in sections 3.5).

9.2 If **You** return a vehicle more than once in any 12-month period, we reserve the right not to accept any future order from **You**.

10 Part Exchange

10.1 If **You** wish to provide us with a car in full or partial consideration for the value of **Your** Vehicle ("**Part Exchange Car**") **You** must be the registered owner of the car and must elect to undertake the part exchange on the Site.

10.2 **You** must provide us with any information regarding the Part Exchange Car which we may reasonably request.

10.3 If we agree to consider **Your** Part Exchange Car, we require that **You** make the Part Exchange Car available for our inspection on or before the Collection of **Your** Vehicle. We are not obliged to provide a part exchange option when selling the Vehicle to **You** and our decision to examine and value a Part Exchange Car, including the valuation we give, is solely at our discretion.

10.4 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.

10.5 To use **Your** Part Exchange Car with outstanding finance to contribute towards the purchase of **Your** Vehicle:

- **10.5.1** **You** must have a settlement letter from **Your** finance provider that is valid for not less than 7 days after the date of Collection of **Your** Vehicle: and

- **10.5.2** If the amount of the outstanding finance exceeds our valuation of **Your** Part Exchange Car, **You** must pay Us the difference (the “**Negative Equity Amount**”), or if **You** are buying with finance, **Your** Deposit will need to be greater than the Negative Equity Amount.

10.6 We don't have existing relationships with all vehicle 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** to make an additional cash payment equal to the outstanding finance amount or to return **Your** Vehicle to us. We will contact you if this happens.

10.7 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:

- **10.7.1** 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

- **10.7.2** has a discrepancy in the recorded mileage or the legal registration or chassis number; or

- **10.7.3** has been in a major accident or is categorised as insurance category C or D, or has been subject to a total loss claim; or

- **10.7.4** any other issue is identified by an HPI check or car history check on the Part Exchange Car; or

- **10.7.5** is not **Your** property to dispose of or **You** do not have the right to sell it; or
- **10.7.6** is missing or has an incomplete V5 registration document or such documentation is not in **Your** name; or
- **10.7.7** still has a finance marker on it at the point of pickup or the amount of outstanding finance is different from the amount **You** Subscribed; or
- **10.7.8** is an imported vehicle (e.g., left-hand drive) or was not first registered in the UK; or
- **10.7.9** 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
- **10.7.10** does not have a valid MOT or is due for a service in the next 100 miles; or
- **10.7.11** has any mechanical or electrical fault (including or not limited to problems with steering, transmission, clutch, gearbox, suspension, or brakes).

10.8 When handing over a Part Exchange Car to us **You** must provide:

- **10.8.1** all sets of keys to the Part Exchange Car.
- **10.8.2** 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
- **10.8.3** 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.

10.9 You permit OCC to transfer from **You** to OCC the “registered keeper” title in the V5 documentation for the Part Exchange Car.

10.10 OCC does not store any Part Exchange Cars if **You** exercise **Your** withdrawal or cancellation rights under section 6, OCC is not able to return the Part Exchange Car and will instead refund to **You** the monetary value of the Part Exchange Car (less any appropriate deductions that OCC are permitted to make in accordance with sections 9 less any deductions and Negative Equity Amount made to settle any outstanding finance on **Your** Part Exchange Car).

11 Our Liability

11.1 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 Citizens Advice Bureau.

11.2 We exclude all implied representations, warranties, conditions, and terms (whether implied by statute, common law or otherwise) to the fullest extent permitted by law.

11.3 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.

11.4 Other than as set out in section 10.1 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 Vehicle and any additional products purchased as part of **Your** Order.

11.5 **You** will reimburse us for all costs, expenses, liabilities, and losses that we incur because 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 Vehicle from the Site.

11.6 **You** must remove any personal belongings from the Car before picking up or drop off. We will not be responsible for any lost personal belongings once the Car has been returned to our possession.

12 Events Outside Our Control

12.1 We are not in breach of our obligations under **Your** Order, these Terms or the Contract, and have no liability to **You**, if we cannot perform any obligation because of an event or circumstance beyond our reasonable control (for example, fire, flood, strikes, riot, disease, pandemic, accident, disruption to utility supplies or networks and systems, civil commotion, acts of terrorism or war, breakdown of equipment, bad weather, acts and omissions of third parties, and road traffic problems (each an "**Event Outside Our Control**").

12.2 If an Event Outside Our Control happens and it affects our performance of our obligations:

12.2.1 we will let **You** know as soon as we reasonably can.

12.2.2 our time to perform the affected obligations is extended for as long as the Event Outside Our Control continues; and -

12.2.3 we will rearrange any affected Delivery, Collection, pickup or drop off dates after the Event Outside Our Control is over.

13 Personal Data

You can find out how we use your personal data in ours [Privacy Policy](#).

14 Complaints

If **You** have a complaint about OCC, you can contact us as follows:

- by post: Otterbourne Car Company Durley Brook Road Durley Southampton SO32 2AR;
- by phone: (Tel 02380602598); or
- by email: sales@Otterbournecars.com

We will aim to get back to You within 48 hours.

15 General Terms

15.1 If any of these Terms are held by any court of competent authority to be unlawful, invalid, or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

15.2 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect **Your** rights or our obligations under these Terms.

15.3 **Your** Order, these Terms and the Contract constitute the entire agreement and understanding between **You** and us relating to the subject matter of the same and supersede any prior agreement or understanding between **You** and us relating to the subject matter of these Terms. **You** acknowledge that **You** have not entered these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms (other than in respect of any fraudulent misrepresentation).

15.4 These Terms and the Contract do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms or the Contract.

15.5 These Terms and the Contract will be governed by English law. This means that any matter or dispute arising out of or in connection with these Terms and the Contract (including non-contractual disputes or claims) will be governed by English law. **You** may bring legal proceedings in the English courts. If **You** live in Scotland, **You** may bring legal proceedings in either the Scottish or the English courts. If **You** live in Northern Ireland, **You** may bring legal proceedings in either the Northern Irish or the English courts.

16 Model Cancellation Form

To Otterbourne Car Company, Durley Brook Road, Durley, Southampton SO32 2AR

Email ; sales@Otterbournecars.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*],

Ordered on [*/received on [*],

Name of consumer(s):

Address of consumer(s):

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

Date:

[*] Delete as appropriate