



CLASSIC CAR SALES CHARTER

THE CHARTER

This Charter relates to the sale of Classic Cars i.e., those vehicles that are over 20 (TWENTY) years old (from date of first registration, whether that was in the UK or elsewhere in the world). We feel that to conclude a fair transaction between us it is important to set out our obligations to you as we believe these to be different in some respects, but no less important, to those obligations that would be attached to the sale of a more modern car.

BACKGROUND AND CHARACTERISTICS

A Classic car is an older automobile; (the exact definition varies around the world). The common theme is that of an older car with enough historical interest to be collectable and worth preserving or restoring rather than scrapping. For the purposes of this document; Cars 20 (TWENTY) years and older fall into an accepted definition of a Classic Car.

In the recent years the world-wide market for Classic Cars has grown quickly in terms of recognising such vehicles for their investment potential plus providing ownership and driving pleasure. However, it must be appreciated that these older vehicles were produced using materials and technologies that were "Of their time" but, in many cases, are arguably inferior to those materials and technologies in use today. For example, electronic systems did not usually make use of Solid State circuitry and Mild Steel was used more widely than modern corrosion resistant composites and Aluminium. It is therefore important that the Customer understands that a Classic Car may not have the reliability or robustness of a modern vehicle.

OUR OBLIGATIONS

Arun will, as far as is reasonably possible:

1. Ensure the sales particulars of the vehicle are accurate, this includes but is not limited to:
 - a. Verifying the Service and MoT History where this can be readily obtained
 - b. Obtaining manufacturers Heritage Certificates where available

Please appreciate that provenance on Classic Cars is generally collated by us from historical paperwork and we pass this on in good faith including any information given to us by previous owners, but it is not always possible for us to verify this information and therefore unless we have stated explicitly that information is verified it should be assumed that it is not.

2. When preparing sales particulars Arun may use specific expressions and these caveats have the following meanings:
 - a. "In our opinion", means that based on our experience of the market and or the make and model of the vehicle in question we are expressing an opinion, which may differ from the opinion of others, its therefore not intended as a statement of fact.
 - b. "As far as we can reasonably determine" means; that there may be some documentation or physical evidence supporting our statement but the statement is not purported as a fact although it is, in good faith, believed correct.

- c. Not warranted, means; that despite physical evidence or the presence of some documentation that may support our statement, the Customer should not rely on that statement.
3. Prior to collection by the Customer:
- a. Irrespective of the age of the Vehicle Arun will arrange for it to be issued with a new independently issued MoT certificate. Where Advisories*1 are noted by the Testing Centre on this MoT we will advise the Customer accordingly and if the Customer requires rectification of these Advisories we will advise the costs of rectification. Noting that the recording of Advisories by the Testing Centre will not be accepted as sufficient cause for the Customer to withdraw from the proposed transaction without forfeiture of any deposit paid.
 - b. Following the MoT and any rectification works that may be required and prior to collection by the Customer we will carry out a final inspection to the car, to confirm that it is, at hand-over, operating as it should.

We feel that the MoT is a most important safeguard to the Customer as it confirms the roadworthiness and structural integrity of the vehicle.

**1 Advisory notes are provided as part of a MoT. They give notice of things that will eventually need repairing on a car, but they are not reasons to fail a MoT. Advisory notes are given at the discretion of the tester.*

4. After collection:
- a. Unless otherwise agreed by Arun and stated in writing, all Classic Cars are sold with a Three month or 1,000 mile (whichever is the sooner) limited warranty with a £1,000 per claim limit. Please refer to your policy booklet for terms of cover.
 - b. The Customer is responsible for returning the car to us in the event of a warranty claim and we advise that an AA or RAC Breakdown Policy is established by the Customer.

This Charter does not affect your Statutory Rights as a Customer, but it does note that you have understood and accept that your expectations in the reliability and durability of a Classic Car cannot reasonably be expected to be equivalent to that of a modern car.

In deciding to acquire a Classic car from Arun Limited you have chosen a family owned and managed business that has been trading very successfully since 1977. All of our cars are carefully selected; it is our expectation that you will be delighted with the car you choose and the service we provide.

Dominic de Grouchy, Director

I the undersigned have read understood and accept the Arun Classic Car Charter as an integral part of my proposed transaction with Arun Limited to acquire:-

Make **Model** **Registration**

NAME _____

SIGNATURE _____

DATE: _____