

## Drayton Motors Price Match Guarantee

Find a better deal and we'll refund the difference.

At Drayton Motors we are dedicated to constantly reviewing our used car prices to make sure that we're the most competitive in our market area. It's important that we offer all of our customers our best possible price for the used car they want. To ensure this happens with every sale, we have developed a Price Match Guarantee in order to provide peace of mind when it comes to purchasing a car.

If you can find a similar car at a competitor dealer within seven days, we will refund the price difference.\*

Terms & Conditions apply. See below.

"If you can find a similar car for less at a Competitor Dealer within 7 days, we will refund the Price Difference."

Terms and Conditions of Drayton Motors Price Match Guarantee 2020

Nothing in these terms and conditions will affect or limit the statutory rights of the Customer

### 1. Definitions

In these terms, unless the context requires otherwise, the following definitions apply:-

1.1 Customer is the purchaser of the Vehicle named on the Order form.

1.2 Company means Wilson & Co (Kia) trading as Drayton Motors or any subsidiary of the same as defined by section 1179 of the Companies Act 2006 and as identifiable as the Seller on the Order.

1.3 Day or Days means any day including a Saturday or Sunday or Bank Holiday (as defined in the Banking and Financial Dealings Act 1971). For the purpose of the Drayton Motors Price Match Guarantee, the first day of the seven Day period shall be inclusive of the day the Customer places the Order with the Drayton Motors Dealership.

1.4 Competitor Dealer means a VAT registered, Private Limited (Ltd) or Public Limited (PLC) dealer located within a 50 mile radius of the Drayton Motors dealership at which the customer has placed their order.

1.5 Similar Car is a vehicle on general retail sale at a Competitor Dealer which matches the Vehicle on a Like-for-Like Basis pursuant to the Order. For the avoidance of doubt, a vehicle includes but is not limited to a passenger car or light commercial van.

1.6 Similar Van shall have the same meaning as Similar Car and 1.5 for the purposes of these terms and conditions.

1.7 Like-for-Like Basis means a car or van of the same make, model, colour, specification, model year, registration plate year, offer, any applicable vehicle manufacturer approved used scheme or status, with a minimum of 6 months MOT (where applicable), same service history, HPI clear, having a verified mileage within 2000 miles of the Vehicle, available for sale and capable of being purchased without costs additional to the advertised price, at a Competitor Dealer within the Radius.

1.8 Price Difference means the difference in Price displayed on the Order and the Price of the similar car.

1.9 Price shall mean the publically displayed and advertised retail price of a Vehicle inclusive of VAT available to all customers, excluding any sale prices, discounted prices, reduced prices available in connection with any available promotional offers or prices which arise as a result of an administration, receivership, liquidation, insolvency or possible insolvency, bankruptcy, winding up or other similar event.

1.10 Vehicle is a privately owned used passenger car or van purchased from the Drayton Motors Dealership pursuant to the Order.

## 2. Terms and Conditions

2.1 The Drayton Motors Dealership will at its discretion either refund the Price Difference, or reduce the Order by the Price Difference, provided that the Customer can demonstrate by the Provision of a genuine written invoice or quotation from a Competitor Dealer that a Similar Car is available at a lesser Price on a Like for Like Basis within 7 Days from the Customer placing the Order with the Drayton Motors Dealership.

2.2 The Customer is entitled to claim the Price Difference only if his claim under the Drayton Motors Price Guarantee is submitted in writing to the Drayton Motors Dealership within 7 Days of the Customer placing their Order.

2.3 The Company reserves the right to vary the terms and conditions of the Drayton Motors Price Match Guarantee at any time. In the event of any dispute as to the interpretation of these terms and conditions, the application of the same or otherwise, the decision of the Drayton Motors Dealership shall be final.

2.4 Save for the Price Difference, the Company and/or the Drayton Motors Dealership shall not be liable for any claims, demands, damages, expenses or costs (including, without limitation, legal costs) incurred or made against it howsoever arising, whether directly or indirectly from the Drayton Motors Price Guarantee.

2.5 Any refund made to the Customer as a result of a claim made under the Drayton Motors Price Match Guarantee shall be paid in £ pounds sterling via an electronic transfer to the Customers designated bank account or via cheque, within 30 Days of a Drayton Motors Price Match Guarantee claim being received.

2.6 In the event of any conflict between these terms and conditions and those contained on the Order, the terms and conditions on the Order shall prevail.

2.7 A person who is not a party to the Drayton Motors Price Match Guarantee shall not have any rights under or in connection with it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

2.8 The Drayton Motors Price Match Guarantee is governed by the laws of England and Wales