



Mercedes-Benz

Mercedes-Benz of Winchester

NEW VEHICLE INVOICE

Invoice to:

Deliver to:

Page: 1

Order No.	Order Date	Salesman	Delivery Date	Stockbook No	Sale Type	Invoice No.	Tax Point
55393	28/11/2022	ade	30/11/2022	55393	R	5008352	30/11/2022

Vehicle : Mercedes-AMG GLC 63 S 4MATIC Night Editi
 Colour : Selenite grey metallic
 Trim : Nappa leather black
 Commission No. : 0153728914

Registration No. :
 Registration Date :
 Chassis No. : W1N2539892G081318
 Engine No. : 17798030026487

Description	Price	VAT %	VAT	Total
Vehicle price	76300.00	20.00	15260.00	91560.00
Delivery	670.83	20.00	134.17	805.00
Selenite grey metallic	595.83	20.00	119.17	715.00
Nappa leather black				F.O.C
Omission code				F.O.C
Premium Plus				F.O.C
AMG Performance Seat package High-End				F.O.C
Base package				F.O.C
Base package				F.O.C
Premium Plus package				F.O.C
Driving Assistance Package Plus				F.O.C
Storage Package				F.O.C
Parking Package with 360° camera				F.O.C
Mirror Package				F.O.C
Anti-Theft Protection package with preinstallation				F.O.C
Mercedes-AMG interior				F.O.C
Mercedes-AMG exterior				F.O.C
Navigation Connectivity package				F.O.C
AMG Performance seats				F.O.C
Heated front seats				F.O.C

...Continued

29/Nov/2022

29/Nov/2022

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E. & O. E.

Mercedes-Benz of Winchester Jct 9 M3 Easton Lane Winchester Hampshire S023 7RR Telephone: 01962 840066 Fax: 01962 874377
 W: www.mercedes-benzofwinchester.co.uk

Registered in England No: 1862751 Registered Office: Pentagon Limited Airport House The Airport Cambridge CB5 8RY VAT No: GB 213 2090 19



Mercedes-Benz are registered trademarks of Daimler, Stuttgart, Germany

Terms and Conditions

General

1. (a) The expression "the Company" means Marshall Motor Group Ltd registered in England number 295579 whose Registered Office is Airport House, The Airport, Cambridge CB5 8RY, any subsidiary company and/or subsidiary of Marshall Motor Holdings Plc. Marshall Motor Group Ltd is authorised and regulated by the Financial Conduct Authority (FRN 310503). All subsidiary companies are appointed representatives of Marshall Motor Group Ltd.
- (b) "You/Your" means the customer/person/entity detailed overleaf.
- (c) "Goods" means any motor vehicle supplied to You.
2. Where the customer is an individual and not acting for or in his/her business or profession (i.e. a consumer) clauses 1 to 25 apply. In all other circumstances additional clauses 26 to 31 also apply.

Consumer Terms

3. (a) All new goods are sold (wherever possible) with the benefit of the current manufacturer's warranty.
- (b) The Company however contracts as principal not agent for the manufacturer. It makes no representation nor otherwise acts on behalf of the manufacturer regarding the extent or validity of the warranty.
4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-
 - (a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.
 - (b) You also warrant there is no registration or other prior event affecting the part exchange preventing title passing to the Company or any later retail or other sale.
 - (c) You further warrant any stated mileage is accurate and there has been no replacement of the vehicle Speedo/mileometer or alteration of the recorded mileage, which is not disclosed overleaf.
 - (d) The part exchange shall be delivered to the Company in the same condition as at appraisal. If not in the same condition the Company may make a reasonable deduction to reflect any change.
 - (e) If the part exchange (including registration, DOT/MOT Certificate, service documents and the like) is not delivered within 14 days after the date agreed a reasonable deduction may be made by the Company for loss in value to the part exchange incurred during the period of delay.
 - (f) Where the part exchange is subject to hire purchase (or any other like charge) you authorise the Company to settle the amount due to the finance company or other party from the exchange price agreed. The net proceeds shall be applied in part payment or reduction of the purchase price. Should the settlement exceed the agreed part exchange price you will reimburse any excess to the Company.
 - (g) The part exchange will be delivered to the Company on or before delivery of the new goods. Title to the part exchange will pass (subject to settlement of finance) to the Company absolutely with immediate effect.
 - (h) If for any reason the purchase of the new Goods is cancelled or does not proceed the Company shall be under no obligation to complete the purchase of the part exchange.
5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.
6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.
7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -
 - (a) Amended specification Goods may be supplied in substitution.
 - (b) The negotiated price may be varied (up or down) to reflect the manufacturer price alteration.
 - (c) The Tax(es) prevailing at delivery will be applied to the transaction.

On the occurrence of either 7(a) or (b) You may elect to accept the variation in fulfilment of the contract or alternatively elect to cancel the contract. Where the Company is unable to supply the goods due to discontinuance or other reason outside the Company's control either party may cancel the contract. Upon such cancellation any deposit paid by you will be returned and there will be no further or continuing liability on the part of either party.

8. All sums are payable in Sterling and unless otherwise agreed payment must be made on or before delivery by way of cleared funds. Payments by cheque require a minimum of 10 working days for clearance. Payment may also be made using a credit or debit card. The Company cannot accept a cash payment (or aggregate payments) in excess of £1000.00 in any circumstances. Unless agreed to the contrary the place of delivery shall mean your address shown overleaf. All delivery dates/times shall be regarded as approximate only unless specifically stated as being of the essence.
9. Title to the Goods will not pass to you until the full purchase price (and if applicable any other sum due from you to the Company) has been paid and any part exchange goods delivered to the Company. Until title passes you agree to hold the Goods on behalf of the company and to its order. You will notwithstanding reservation of title in the Goods assume immediate risk in all respects. It is your responsibility to ensure the Goods are covered by relevant and adequate insurance.
10. If You so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement. Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.
11. Any deposit paid by you shall be forfeited in any one (or more) of the following events: -
 - (a) If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.
 - (b) If you fail to deliver the part exchange as provided by clause 4.
 - (c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.The forfeiture of deposit shall not prevent the Company from recovering from You further sums by way of damages for any loss or expense it incurs due Your default or termination of this contract.
12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002. You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.
13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.
14. If you are a consumer who has entered into a distance sale contract with the Company You have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.
15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.
16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.
17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.
18. Failure to take reasonable care of the Goods including excessive use, damage to body work, interior or mechanical components or any alterations or loss of any part or accessory (excepting reasonable wear and tear) will result in a claim against you for repair and/or the loss in value that results.
 - Although the Company understands You will need to test the Goods, any mileage more than 100 miles above the reading recorded at the time of delivery will be regarded as excessive use.
 - On the return of the Goods, all keys, registration documents and other accessories, equipment and items provided with the Goods and which could be reasonably expected to be returned must be returned.
19. After cancellation the Company shall return the sums paid by You with the following deductions:
 - 19.1 a charge for the direct costs or any sum paid to third parties to recover the Goods pursuant to paragraph 16;
 - 19.2 a charge for the cost of repair or diminution in value pursuant to paragraph 18; and
20. Where you have used the assistance of a finance company to purchase the Goods and the contract is cancelled pursuant to paragraph 15:
 - 20.1 Notice of cancellation will be deemed to cancel the agreement between the Company and the finance company; and
 - 20.2 Notice of cancellation will be deemed to cancel the agreement between you and the finance company.
21. You will not be able to cancel the contract in the following circumstances:
 - 21.1 the Goods have been made to Your specification or clearly personalised to Your own requirements; or
 - 21.2 if you are unable (or refuse) to return the Goods to the Company or permit it to collect the vehicle within 7 days of receiving notice of its intention to collect;
22. If the Company has accepted a part exchange vehicle from You and the contract is cancelled in accordance with paragraphs 14 to 21, the Company reserves the right (within ten days from the date of cancellation) to either: return the part exchange vehicle to You; request that You collect the part exchange vehicle from the Company; pay to You a sum of money equal to the amount of the part exchange valuation and retain the part exchange vehicle; and the Company may invoice the You for the sums paid to third parties to discharge any charges or third party interests on the part exchange vehicle, in addition to the above, if necessary.
23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfd-uk.co.uk
24. Nothing herein is intended or shall detract from the Customers statutory rights.
25. These conditions contain the whole agreement between you and the Company and shall be construed in accordance with English Law. No variation shall be effective unless in writing and signed by both you and the Company.

Non - Consumer Terms

26. Liability for loss or damage (whether direct or consequential) resulting from delay in manufacture, supply or the Company's inability to obtain the Goods are excluded.
27. The Company shall not be liable for any loss or damage (excluding personal injury) arising from the sale of the Goods or caused by defective product or from any use to which the Goods are put.
28. Where any liability for breach otherwise arises on the part of the Company the sum payable (as an agreed pre-estimate of the likely loss) shall not exceed 10% of the net purchase price after deduction of any part exchange.
29. You will inspect the Goods prior to or on collection/delivery. No claim for any defect will be accepted save those brought to the attention of the Company at the time of delivery/collection.
30. Where the Goods are unpaid and held under reservation of title you agree the Company may enter upon your land or premises at any time with or without notice for the purpose of retrieving the Goods.
31. You agree this agreement contains the whole agreement and supersedes all prior negotiations or representations. No reliance is placed on such representations or those contained in any price list, brochure, catalogue or advertisement.



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30/11/2022
 Vehicle : Mercedes-AMG GLC 63 S 4MATIC Night Editi Registration No. :
 Colour : Selenite grey metallic Registration Date :
 Trim : Nappa leather black Chassis No. : W1N2539892G081318

Remote Services	F.O.C
Preinstallation for digital key transfer	F.O.C
Extended MBUX functions	F.O.C
Heat-insulating dark-tinted glass	F.O.C
Fuel tank 66 l	F.O.C
TIREFIT	F.O.C
AMG Performance exhaust system, switchable	F.O.C
EASY-PACK tailgate	F.O.C
All-digital instrumental display	F.O.C
Media-Display	F.O.C
DISTRONIC PLUS	F.O.C
Steering Assist	F.O.C
PRE-SAFE® system	F.O.C
12 V socket in load area	F.O.C
Smartphone integration	F.O.C
Apple CarPlay	F.O.C
Android Auto	F.O.C
Electrically adjustable front passenger seat with	F.O.C
Driver's seat electrically adjustable with memory	F.O.C
Panoramic sliding sunroof	F.O.C
...Continued	

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Terms and Conditions

General

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- (b) "You/Your" means the customer/person/entity detailed overleaf.
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4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-
 - (a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.
 - (b) You also warrant there is no registration or other prior event affecting the part exchange preventing title passing to the Company or any later retail or other sale.
 - (c) You further warrant any stated mileage is accurate and there has been no replacement of the vehicle Speedo/mileometer or alteration of the recorded mileage, which is not disclosed overleaf.
 - (d) The part exchange shall be delivered to the Company in the same condition as at appraisal. If not in the same condition the Company may make a reasonable deduction to reflect any change.
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 - (g) The part exchange will be delivered to the Company on or before delivery of the new goods. Title to the part exchange will pass (subject to settlement of finance) to the Company absolutely with immediate effect.
 - (h) If for any reason the purchase of the new Goods is cancelled or does not proceed the Company shall be under no obligation to complete the purchase of the part exchange.
5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.
6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.
7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -
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10. If You so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement. Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.
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 - (a) If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.
 - (b) If you fail to deliver the part exchange as provided by clause 4.
 - (c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.The forfeiture of deposit shall not prevent the Company from recovering from You further sums by way of damages for any loss or expense it incurs due Your default or termination of this contract.
12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002. You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.
13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.
14. If you are a consumer who has entered into a distance sale contract with the Company You have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.
15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.
16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.
17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.
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22. If the Company has accepted a part exchange vehicle from You and the contract is cancelled in accordance with paragraphs 14 to 21, the Company reserves the right (within ten days from the date of cancellation) to either: return the part exchange vehicle to You; request that You collect the part exchange vehicle from the Company; pay to You a sum of money equal to the amount of the part exchange valuation and retain the part exchange vehicle; and the Company may invoice the You for the sums paid to third parties to discharge any charges or third party interests on the part exchange vehicle, in addition to the above, if necessary.
23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfda-uk.co.uk
24. Nothing herein is intended or shall detract from the Customers statutory rights.
25. These conditions contain the whole agreement between you and the Company and shall be construed in accordance with English Law. No variation shall be effective unless in writing and signed by both you and the Company.

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30/11/2022
 Vehicle : Mercedes-AMG GLC 63 S 4MATIC Night Editi
 Colour : Selenite grey metallic
 Trim : Nappa leather black
 Registration No. :
 Registration Date :
 Chassis No. : W1N2539892G081318

Head-up display	F.O.C
360° camera	F.O.C
Traffic Sign Assist	F.O.C
Adaptive Highbeam Assist	F.O.C
Aluminium-look running boards with rubber studs	F.O.C
Ambient lighting	F.O.C
KEYLESS-GO	F.O.C
AMG carbon fibre with aluminium	F.O.C
53.3 cm (21-inch) AMG cross-spoke forged wheels	F.O.C
AMG front door sill panels with white LED illumina	F.O.C
Active Parking Assist with PARKTRONIC	F.O.C
Automatically dimming int.and ext.mirrors	F.O.C
Electrically folding exterior mirrors	F.O.C
Entry/exit lighting in the exterior mirrors	F.O.C
Anti-theft alarm system	F.O.C
Interior motion sensor	F.O.C
Interior Light package	F.O.C
AMG Performance steering wheel in nappa leather /	F.O.C
AMG floor mats	F.O.C
Windscreen wiper with rain sensor	F.O.C
...Continued	

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Terms and Conditions

General

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4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-
 - (a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.
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5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.
6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.
7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -
 - (a) Amended specification Goods may be supplied in substitution.
 - (b) The negotiated price may be varied (up or down) to reflect the manufacturer price alteration.
 - (c) The Tax(es) prevailing at delivery will be applied to the transaction.

On the occurrence of either 7(a) or (b) You may elect to accept the variation in fulfilment of the contract or alternatively elect to cancel the contract. Where the Company is unable to supply the goods due to discontinuance or other reason outside the Company's control either party may cancel the contract. Upon such cancellation any deposit paid by you will be returned and there will be no further or continuing liability on the part of either party.

8. All sums are payable in Sterling and unless otherwise agreed payment must be made on or before delivery by way of cleared funds. Payments by cheque require a minimum of 10 working days for clearance. Payment may also be made using a credit or debit card. The Company cannot accept a cash payment (or aggregate payments) in excess of £1000.00 in any circumstances. Unless agreed to the contrary the place of delivery shall mean your address shown overleaf. All delivery dates/times shall be regarded as approximate only unless specifically stated as being of the essence.
9. Title to the Goods will not pass to you until the full purchase price (and if applicable any other sum due from you to the Company) has been paid and any part exchange goods delivered to the Company. Until title passes you agree to hold the Goods on behalf of the company and to its order. You will notwithstanding reservation of title in the Goods assume immediate risk in all respects. It is your responsibility to ensure the Goods are covered by relevant and adequate insurance.
10. If you so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement. Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.
11. Any deposit paid by you shall be forfeited in any one (or more) of the following events: -
 - (a) If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.
 - (b) If you fail to deliver the part exchange as provided by clause 4.
 - (c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.The forfeiture of deposit shall not prevent the Company from recovering from you further sums by way of damages for any loss or expense it incurs due to your default or termination of this contract.
12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002. You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.
13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.
14. If you are a consumer who has entered into a distance sale contract with the Company you have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.
15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.
16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.
17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.
18. Failure to take reasonable care of the Goods including excessive use, damage to body work, interior or mechanical components or any alterations or loss of any part or accessory (excepting reasonable wear and tear) will result in a claim against you for repair and/or the loss in value that results.
 - Although the Company understands You will need to test the Goods, any mileage more than 100 miles above the reading recorded at the time of delivery will be regarded as excessive use.
 - On the return of the Goods, all keys, registration documents and other accessories, equipment and items provided with the Goods and which could be reasonably expected to be returned must be returned.
19. After cancellation the Company shall return the sums paid by You with the following deductions:
 - 19.1 a charge for the direct costs or any sum paid to third parties to recover the Goods pursuant to paragraph 16;
 - 19.2 a charge for the cost of repair or diminution in value pursuant to paragraph 18; and
20. Where you have used the assistance of a finance company to purchase the Goods and the contract is cancelled pursuant to paragraph 15:
 - 20.1 Notice of cancellation will be deemed to cancel the agreement between the Company and the finance company; and
 - 20.2 Notice of cancellation will be deemed to cancel the agreement between you and the finance company.
21. You will not be able to cancel the contract in the following circumstances:
 - 21.1 the Goods have been made to Your specification or clearly personalised to Your own requirements; or
 - 21.2 if you are unable (or refuse) to return the Goods to the Company or permit it to collect the vehicle within 7 days of receiving notice of its intention to collect;
22. If the Company has accepted a part exchange vehicle from You and the contract is cancelled in accordance with paragraphs 14 to 21, the Company reserves the right (within ten days from the date of cancellation) to either: return the part exchange vehicle to You; request that You collect the part exchange vehicle from the Company; pay to You a sum of money equal to the amount of the part exchange valuation and retain the part exchange vehicle; and the Company may invoice the You for the sums paid to third parties to discharge any charges or third party interests on the part exchange vehicle, in addition to the above, if necessary.
23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfd-uk.co.uk
24. Nothing herein is intended or shall detract from the Customers statutory rights.
25. These conditions contain the whole agreement between you and the Company and shall be construed in accordance with English Law. No variation shall be effective unless in writing and signed by both you and the Company.

Non - Consumer Terms

26. Liability for loss or damage (whether direct or consequential) resulting from delay in manufacture, supply or the Company's inability to obtain the Goods are excluded.
27. The Company shall not be liable for any loss or damage (excluding personal injury) arising from the sale of the Goods or caused by defective product or from any use to which the Goods are put.
28. Where any liability for breach otherwise arises on the part of the Company the sum payable (as an agreed pre-estimate of the likely loss) shall not exceed 10% of the net purchase price after deduction of any part exchange.
29. You will inspect the Goods prior to or on collection/delivery. No claim for any defect will be accepted save those brought to the attention of the Company at the time of delivery/collection.
30. Where the Goods are unpaid and held under reservation of title you agree the Company may enter upon your land or premises at any time with or without notice for the purpose of retrieving the Goods.
31. You agree this agreement contains the whole agreement and supersedes all prior negotiations or representations. No reliance is placed on such representations or those contained in any price list, brochure, catalogue or advertisement.



Mercedes-Benz

Mercedes-Benz of Winchester

NEW VEHICLE INVOICE

Invoice to:

Deliver to:

Page: 4

Order No.	Order Date	Salesman	Delivery Date	Stockbook No	Sale Type	Invoice No.	Tax Point
55393	28/11/2022	ade	30/11/2022	55393	R	5008352	30/11/22

30/11/2022
 Vehicle : Mercedes-AMG GLC 63 S 4MATIC Night Editi
 Colour : Selenite grey metallic
 Trim : Nappa leather black
 Registration No. :
 Registration Date :
 Chassis No. : W1N2539892G081318

AMG electronic rear-axle limited-slip differential	F.O.C
AMG RIDE CONTROL+	F.O.C
AMG bodystyling	F.O.C
red-painted brake callipers	F.O.C
AMG spoiler lip in high gloss black	F.O.C
Preinstallation for Navigation Services	F.O.C
Communications module (LTE) for the use of Mercede	F.O.C
Hard-disc navigation	F.O.C
Owner's Manual and Service Booklet - English	F.O.C
AMG Driver's Package	F.O.C
Aerial for GPS	F.O.C
Aerial for telephone	F.O.C
Mercedes-Benz emergency call system	F.O.C
Instrument display in miles with English lettering	F.O.C
Tyre pressure monitor	F.O.C
USB adapter cable	F.O.C
Roof liner in black fabric	F.O.C
Digital radio	F.O.C
Active Speed Limit Assist	F.O.C
MBUX multimedia system	F.O.C
...Continued	

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E. & O. E. Mercedes-Benz of Winchester Jct 9 M3 Easton Lane Winchester Hampshire S023 7RR Telephone: 01962 840066 Fax: 01962 874377
W: www.mercedes-benzofwinchester.co.uk

Registered in England No: 1862751 Registered Office: Pentagon Limited Airport House The Airport Cambridge CB5 8RY VAT No: GB 213 2090 19



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Terms and Conditions

General

1. (a) The expression "the Company" means Marshall Motor Group Ltd registered in England number 295579 whose Registered Office is Airport House, The Airport, Cambridge CB5 8RY, any subsidiary company and/or subsidiary of Marshall Motor Holdings Plc. Marshall Motor Group Ltd is authorised and regulated by the Financial Conduct Authority (FRN 310503). All subsidiary companies are appointed representatives of Marshall Motor Group Ltd.
- (b) "You/Your" means the customer/person/entity detailed overleaf.
- (c) "Goods" means any motor vehicle supplied to You.
2. Where the customer is an individual and not acting for or in his/her business or profession (i.e. a consumer) clauses 1 to 25 apply. In all other circumstances additional clauses 26 to 31 also apply.

Consumer Terms

3. (a) All new goods are sold (wherever possible) with the benefit of the current manufacturer's warranty.
- (b) The Company however contracts as principal not agent for the manufacturer. It makes no representation nor otherwise acts on behalf of the manufacturer regarding the extent or validity of the warranty.
4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-
 - (a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.
 - (b) You also warrant there is no registration or other prior event affecting the part exchange preventing title passing to the Company or any later retail or other sale.
 - (c) You further warrant any stated mileage is accurate and there has been no replacement of the vehicle Speedo/mileometer or alteration of the recorded mileage, which is not disclosed overleaf.
 - (d) The part exchange shall be delivered to the Company in the same condition as at appraisal. If not in the same condition the Company may make a reasonable deduction to reflect any change.
 - (e) If the part exchange (including registration, DOT/MOT Certificate, service documents and the like) is not delivered within 14 days after the date agreed a reasonable deduction may be made by the Company for loss in value to the part exchange incurred during the period of delay.
 - (f) Where the part exchange is subject to hire purchase (or any other like charge) you authorise the Company to settle the amount due to the finance company or other party from the exchange price agreed. The net proceeds shall be applied in part payment or reduction of the purchase price. Should the settlement exceed the agreed part exchange price you will reimburse any excess to the Company.
 - (g) The part exchange will be delivered to the Company on or before delivery of the new goods. Title to the part exchange will pass (subject to settlement of finance) to the Company absolutely with immediate effect.
 - (h) If for any reason the purchase of the new Goods is cancelled or does not proceed the Company shall be under no obligation to complete the purchase of the part exchange.
5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.
6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.
7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -
 - (a) Amended specification Goods may be supplied in substitution.
 - (b) The negotiated price may be varied (up or down) to reflect the manufacturer price alteration.
 - (c) The Tax(es) prevailing at delivery will be applied to the transaction.

On the occurrence of either 7(a) or (b) You may elect to accept the variation in fulfilment of the contract or alternatively elect to cancel the contract. Where the Company is unable to supply the goods due to discontinuance or other reason outside the Company's control either party may cancel the contract. Upon such cancellation any deposit paid by you will be returned and there will be no further or continuing liability on the part of either party.

8. All sums are payable in Sterling and unless otherwise agreed payment must be made on or before delivery by way of cleared funds. Payments by cheque require a minimum of 10 working days for clearance. Payment may also be made using a credit or debit card. The Company cannot accept a cash payment (or aggregate payments) in excess of £1000.00 in any circumstances. Unless agreed to the contrary the place of delivery shall mean your address shown overleaf. All delivery dates/times shall be regarded as approximate only unless specifically stated as being of the essence.
9. Title to the Goods will not pass to you until the full purchase price (and if applicable any other sum due from you to the Company) has been paid and any part exchange goods delivered to the Company. Until title passes you agree to hold the Goods on behalf of the company and to its order. You will notwithstanding reservation of title in the Goods assume immediate risk in all respects. It is your responsibility to ensure the Goods are covered by relevant and adequate insurance.
10. If you so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement. Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.
11. Any deposit paid by you shall be forfeited in any one (or more) of the following events: -
 - (a) If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.
 - (b) If you fail to deliver the part exchange as provided by clause 4.
 - (c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.The forfeiture of deposit shall not prevent the Company from recovering from you further sums by way of damages for any loss or expense it incurs due to your default or termination of this contract.
12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002. You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.
13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.
14. If you are a consumer who has entered into a distance sale contract with the Company you have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.
15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.
16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.
17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.
18. Failure to take reasonable care of the Goods including excessive use, damage to body work, interior or mechanical components or any alterations or loss of any part or accessory (excepting reasonable wear and tear) will result in a claim against you for repair and/or the loss in value that results.
 - Although the Company understands You will need to test the Goods, any mileage more than 100 miles above the reading recorded at the time of delivery will be regarded as excessive use.
 - On the return of the Goods, all keys, registration documents and other accessories, equipment and items provided with the Goods and which could be reasonably expected to be returned must be returned.
19. After cancellation the Company shall return the sums paid by You with the following deductions:
 - 19.1 a charge for the direct costs or any sum paid to third parties to recover the Goods pursuant to paragraph 16;
 - 19.2 a charge for the cost of repair or diminution in value pursuant to paragraph 18; and
20. Where you have used the assistance of a finance company to purchase the Goods and the contract is cancelled pursuant to paragraph 15:
 - 20.1 Notice of cancellation will be deemed to cancel the agreement between the Company and the finance company; and
 - 20.2 Notice of cancellation will be deemed to cancel the agreement between you and the finance company.
21. You will not be able to cancel the contract in the following circumstances:
 - 21.1 the Goods have been made to Your specification or clearly personalised to Your own requirements; or
 - 21.2 if you are unable (or refuse) to return the Goods to the Company or permit it to collect the vehicle within 7 days of receiving notice of its intention to collect;
22. If the Company has accepted a part exchange vehicle from You and the contract is cancelled in accordance with paragraphs 14 to 21, the Company reserves the right (within ten days from the date of cancellation) to either: return the part exchange vehicle to You; request that You collect the part exchange vehicle from the Company; pay to You a sum of money equal to the amount of the part exchange valuation and retain the part exchange vehicle; and the Company may invoice the You for the sums paid to third parties to discharge any charges or third party interests on the part exchange vehicle, in addition to the above, if necessary.
23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfda-uk.co.uk
24. Nothing herein is intended or shall detract from the Customers statutory rights.
25. These conditions contain the whole agreement between you and the Company and shall be construed in accordance with English Law. No variation shall be effective unless in writing and signed by both you and the Company.

Non - Consumer Terms

26. Liability for loss or damage (whether direct or consequential) resulting from delay in manufacture, supply or the Company's inability to obtain the Goods are excluded.
27. The Company shall not be liable for any loss or damage (excluding personal injury) arising from the sale of the Goods or caused by defective product or from any use to which the Goods are put.
28. Where any liability for breach otherwise arises on the part of the Company the sum payable (as an agreed pre-estimate of the likely loss) shall not exceed 10% of the net purchase price after deduction of any part exchange.
29. You will inspect the Goods prior to or on collection/delivery. No claim for any defect will be accepted save those brought to the attention of the Company at the time of delivery/collection.
30. Where the Goods are unpaid and held under reservation of title you agree the Company may enter upon your land or premises at any time with or without notice for the purpose of retrieving the Goods.
31. You agree this agreement contains the whole agreement and supersedes all prior negotiations or representations. No reliance is placed on such representations or those contained in any price list, brochure, catalogue or advertisement.



NEW VEHICLE INVOICE

Invoice to:

Deliver to:

Order No.	Order Date	Salesman	Delivery Date	Stockbook No	Sale Type	Invoice No.	Tax Point
55393	28/11/2022	ade	30/11/2022	55393	R	5008352	30/11/22

30/11/2022
 Vehicle : Mercedes-AMG GLC 63 S 4MATIC Night Editi
 Colour : Selenite grey metallic
 Trim : Nappa leather black
 Registration No. :
 Registration Date :
 Chassis No. : W1N2539892G081318

THERMOTRONIC automatic climate control	F.O.C
LED High Performance headlamp (RHD)	F.O.C
Freight packaging without tie-down hooks	F.O.C
Residual engine heat utilisation	F.O.C
Roof rails in black	F.O.C
Wheel-arch widening for AMG wheels	F.O.C
Preinstallation for digital radio	F.O.C
Technical modifications (02)	F.O.C
Increased theft protection	F.O.C
Heat and noise-insulating acoustic glass	F.O.C
Increased anti-theft protection	F.O.C
KEYLESS GO starting function	F.O.C
EU6 emissions standard	F.O.C
Petrol particulate filter	F.O.C
COC document EU6 without registration certificate	F.O.C
Identification label under windshield	F.O.C
AMG DYNAMIC SELECT	F.O.C
Extended automatic Re-start in traffic jams	F.O.C
Route-based speed adaptation	F.O.C
AMG Night package	F.O.C
...Continued	

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Terms and Conditions

General

1. (a) The expression "the Company" means Marshall Motor Group Ltd registered in England number 295579 whose Registered Office is Airport House, The Airport, Cambridge CB5 8RY, any subsidiary company and/or subsidiary of Marshall Motor Holdings Plc. Marshall Motor Group Ltd is authorised and regulated by the Financial Conduct Authority (FRN 310503). All subsidiary companies are appointed representatives of Marshall Motor Group Ltd.
(b) "You/Your" means the customer/person/entity detailed overleaf.
(c) "Goods" means any motor vehicle supplied to You.
2. Where the customer is an individual and not acting for or in his/her business or profession (i.e. a consumer) clauses 1 to 25 apply. In all other circumstances additional clauses 26 to 31 also apply.

Consumer Terms

3. (a) All new goods are sold (wherever possible) with the benefit of the current manufacturer's warranty.
(b) The Company however contracts as principal not agent for the manufacturer. It makes no representation nor otherwise acts on behalf of the manufacturer regarding the extent or validity of the warranty.
4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-
 - (a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.
 - (b) You also warrant there is no registration or other prior event affecting the part exchange preventing title passing to the Company or any later retail or other sale.
 - (c) You further warrant any stated mileage is accurate and there has been no replacement of the vehicle Speedo/mileometer or alteration of the recorded mileage, which is not disclosed overleaf.
 - (d) The part exchange shall be delivered to the Company in the same condition as at appraisal. If not in the same condition the Company may make a reasonable deduction to reflect any change.
 - (e) If the part exchange (including registration, DOT/MOT Certificate, service documents and the like) is not delivered within 14 days after the date agreed a reasonable deduction may be made by the Company for loss in value to the part exchange incurred during the period of delay.
 - (f) Where the part exchange is subject to hire purchase (or any other like charge) you authorise the Company to settle the amount due to the finance company or other party from the exchange price agreed. The net proceeds shall be applied in part payment or reduction of the purchase price. Should the settlement exceed the agreed part exchange price you will reimburse any excess to the Company.
 - (g) The part exchange will be delivered to the Company on or before delivery of the new goods. Title to the part exchange will pass (subject to settlement of finance) to the Company absolutely with immediate effect.
 - (h) If for any reason the purchase of the new Goods is cancelled or does not proceed the Company shall be under no obligation to complete the purchase of the part exchange.
5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.
6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.
7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -
 - (a) Amended specification Goods may be supplied in substitution.
 - (b) The negotiated price may be varied (up or down) to reflect the manufacturer price alteration.
 - (c) The Tax(es) prevailing at delivery will be applied to the transaction.

On the occurrence of either 7(a) or (b) You may elect to accept the variation in fulfilment of the contract or alternatively elect to cancel the contract. Where the Company is unable to supply the goods due to discontinuance or other reason outside the Company's control either party may cancel the contract. Upon such cancellation any deposit paid by you will be returned and there will be no further or continuing liability on the part of either party.

8. All sums are payable in Sterling and unless otherwise agreed payment must be made on or before delivery by way of cleared funds. Payments by cheque require a minimum of 10 working days for clearance. Payment may also be made using a credit or debit card. The Company cannot accept a cash payment (or aggregate payments) in excess of £1000.00 in any circumstances. Unless agreed to the contrary the place of delivery shall mean your address shown overleaf. All delivery dates/times shall be regarded as approximate only unless specifically stated as being of the essence.
9. Title to the Goods will not pass to you until the full purchase price (and if applicable any other sum due from you to the Company) has been paid and any part exchange goods delivered to the Company. Until title passes you agree to hold the Goods on behalf of the company and to its order. You will notwithstanding reservation of title in the Goods assume immediate risk in all respects. It is your responsibility to ensure the Goods are covered by relevant and adequate insurance.
10. If You so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement. Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.
11. Any deposit paid by you shall be forfeited in any one (or more) of the following events: -
 - (a) If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.
 - (b) If you fail to deliver the part exchange as provided by clause 4.
 - (c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.The forfeiture of deposit shall not prevent the Company from recovering from You further sums by way of damages for any loss or expense it incurs due Your default or termination of this contract.
12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002. You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.
13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.
14. If you are a consumer who has entered into a distance sale contract with the Company You have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.
15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.
16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.
17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.
18. Failure to take reasonable care of the Goods including excessive use, damage to body work, interior or mechanical components or any alterations or loss of any part or accessory (excepting reasonable wear and tear) will result in a claim against you for repair and/or the loss in value that results.
 - Although the Company understands You will need to test the Goods, any mileage more than 100 miles above the reading recorded at the time of delivery will be regarded as excessive use.
 - On the return of the Goods, all keys, registration documents and other accessories, equipment and items provided with the Goods and which could be reasonably expected to be returned must be returned.
19. After cancellation the Company shall return the sums paid by You with the following deductions:
 - 19.1 a charge for the direct costs or any sum paid to third parties to recover the Goods pursuant to paragraph 16;
 - 19.2 a charge for the cost of repair or diminution in value pursuant to paragraph 18; and
20. Where you have used the assistance of a finance company to purchase the Goods and the contract is cancelled pursuant to paragraph 15:
 - 20.1 Notice of cancellation will be deemed to cancel the agreement between the Company and the finance company; and
 - 20.2 Notice of cancellation will be deemed to cancel the agreement between you and the finance company.
21. You will not be able to cancel the contract in the following circumstances:
 - 21.1 the Goods have been made to Your specification or clearly personalised to Your own requirements; or
 - 21.2 if you are unable (or refuse) to return the Goods to the Company or permit it to collect the vehicle within 7 days of receiving notice of its intention to collect;
22. If the Company has accepted a part exchange vehicle from You and the contract is cancelled in accordance with paragraphs 14 to 21, the Company reserves the right (within ten days from the date of cancellation) to either: return the part exchange vehicle to You; request that You collect the part exchange vehicle from the Company; pay to You a sum of money equal to the amount of the part exchange valuation and retain the part exchange vehicle; and the Company may invoice the You for the sums paid to third parties to discharge any charges or third party interests on the part exchange vehicle, in addition to the above, if necessary.
23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfda-uk.co.uk
24. Nothing herein is intended or shall detract from the Customers statutory rights.
25. These conditions contain the whole agreement between you and the Company and shall be construed in accordance with English Law. No variation shall be effective unless in writing and signed by both you and the Company.

Non - Consumer Terms

26. Liability for loss or damage (whether direct or consequential) resulting from delay in manufacture, supply or the Company's inability to obtain the Goods are excluded.
27. The Company shall not be liable for any loss or damage (excluding personal injury) arising from the sale of the Goods or caused by defective product or from any use to which the Goods are put.
28. Where any liability for breach otherwise arises on the part of the Company the sum payable (as an agreed pre-estimate of the likely loss) shall not exceed 10% of the net purchase price after deduction of any part exchange.
29. You will inspect the Goods prior to or on collection/delivery. No claim for any defect will be accepted save those brought to the attention of the Company at the time of delivery/collection.
30. Where the Goods are unpaid and held under reservation of title you agree the Company may enter upon your land or premises at any time with or without notice for the purpose of retrieving the Goods.
31. You agree this agreement contains the whole agreement and supersedes all prior negotiations or representations. No reliance is placed on such representations or those contained in any price list, brochure, catalogue or advertisement.



Mercedes-Benz

Mercedes-Benz of Winchester

NEW VEHICLE INVOICE

Invoice to:

Deliver to:

Order No.	Order Date	Salesman	Delivery Date	Stockbook No	Sale Type	Invoice No.	Tax Point
55393	28/11/2022	ade	30/11/2022	55393	R	5008352	30/11/22

30/11/2022
 Vehicle : Mercedes-AMG GLC 63 S 4MATIC Night Editi
 Colour : Selenite grey metallic
 Trim : Nappa leather black
 Registration No. :
 Registration Date :
 Chassis No. : W1N2539892G081318

Right-hand drive					F.O.C
Summer tyres					F.O.C
Rear belt status indication in the instrument disp					F.O.C
Dashboard and door beltlines in ARTICO man-made le					F.O.C
Automatic front passenger airbag deactivation					F.O.C
4-way lumbar support					F.O.C
Dividing net for luggage compartment partitioning					F.O.C
Pedestrian protection					F.O.C
2 USB ports in the rear					F.O.C
designo seat belt in silver					F.O.C
New Vehicle Sales Discount	-4613.75	20.00	-922.75	-5536.50	
12 Mth RFL 1st Yr - Band M over 255g/km	2365.00	0.00	0.00	2365.00	
First Registration Fee	55.00	0.00	0.00	55.00	
			<u>14590.59</u>	<u>89963.50</u>	
			INVOICE TOTAL Incl. VAT	89963.50	

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E. & O. E. Mercedes-Benz of Winchester Jct 9 M3 Easton Lane Winchester Hampshire SO23 7RR Telephone: 01962 840066 Fax: 01962 874377 W: www.mercedes-benzofwinchester.co.uk

Registered in England No: 1862751 Registered Office: Pentagon Limited Airport House The Airport Cambridge CB5 8RY VAT No: GB 213 2090 19



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Terms and Conditions

General

1. (a) The expression "the Company" means Marshall Motor Group Ltd registered in England number 295579 whose Registered Office is Airport House, The Airport, Cambridge CB5 8RY, any subsidiary company and/or subsidiary of Marshall Motor Holdings Plc. Marshall Motor Group Ltd is authorised and regulated by the Financial Conduct Authority (FRN 310503). All subsidiary companies are appointed representatives of Marshall Motor Group Ltd.
- (b) "You/Your" means the customer/person/entity detailed overleaf.
- (c) "Goods" means any motor vehicle supplied to You.
2. Where the customer is an individual and not acting for or in his/her business or profession (i.e. a consumer) clauses 1 to 25 apply. In all other circumstances additional clauses 26 to 31 also apply.

Consumer Terms

3. (a) All new goods are sold (wherever possible) with the benefit of the current manufacturer's warranty.
- (b) The Company however contracts as principal not agent for the manufacturer. It makes no representation nor otherwise acts on behalf of the manufacturer regarding the extent or validity of the warranty.
4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-
 - (a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.
 - (b) You also warrant there is no registration or other prior event affecting the part exchange preventing title passing to the Company or any later retail or other sale.
 - (c) You further warrant any stated mileage is accurate and there has been no replacement of the vehicle Speedo/mileometer or alteration of the recorded mileage, which is not disclosed overleaf.
 - (d) The part exchange shall be delivered to the Company in the same condition as at appraisal. If not in the same condition the Company may make a reasonable deduction to reflect any change.
 - (e) If the part exchange (including registration, DOT/MOT Certificate, service documents and the like) is not delivered within 14 days after the date agreed a reasonable deduction may be made by the Company for loss in value to the part exchange incurred during the period of delay.
 - (f) Where the part exchange is subject to hire purchase (or any other like charge) you authorise the Company to settle the amount due to the finance company or other party from the exchange price agreed. The net proceeds shall be applied in part payment or reduction of the purchase price. Should the settlement exceed the agreed part exchange price you will reimburse any excess to the Company.
 - (g) The part exchange will be delivered to the Company on or before delivery of the new goods. Title to the part exchange will pass (subject to settlement of finance) to the Company absolutely with immediate effect.
 - (h) If for any reason the purchase of the new Goods is cancelled or does not proceed the Company shall be under no obligation to complete the purchase of the part exchange.
5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.
6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.
7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -
 - (a) Amended specification Goods may be supplied in substitution.
 - (b) The negotiated price may be varied (up or down) to reflect the manufacturer price alteration.
 - (c) The Tax(es) prevailing at delivery will be applied to the transaction.

On the occurrence of either 7(a) or (b) You may elect to accept the variation in fulfilment of the contract or alternatively elect to cancel the contract. Where the Company is unable to supply the goods due to discontinuance or other reason outside the Company's control either party may cancel the contract. Upon such cancellation any deposit paid by you will be returned and there will be no further or continuing liability on the part of either party.

8. All sums are payable in Sterling and unless otherwise agreed payment must be made on or before delivery by way of cleared funds. Payments by cheque require a minimum of 10 working days for clearance. Payment may also be made using a credit or debit card. The Company cannot accept a cash payment (or aggregate payments) in excess of £1000.00 in any circumstances. Unless agreed to the contrary the place of delivery shall mean your address shown overleaf. All delivery dates/times shall be regarded as approximate only unless specifically stated as being of the essence.
9. Title to the Goods will not pass to you until the full purchase price (and if applicable any other sum due from you to the Company) has been paid and any part exchange goods delivered to the Company. Until title passes you agree to hold the Goods on behalf of the company and to its order. You will notwithstanding reservation of title in the Goods assume immediate risk in all respects. It is your responsibility to ensure the Goods are covered by relevant and adequate insurance.
10. If you so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement. Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.
11. Any deposit paid by you shall be forfeited in any one (or more) of the following events: -
 - (a) If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.
 - (b) If you fail to deliver the part exchange as provided by clause 4.
 - (c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.The forfeiture of deposit shall not prevent the Company from recovering from you further sums by way of damages for any loss or expense it incurs due to your default or termination of this contract.
12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002. You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.
13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.
14. If you are a consumer who has entered into a distance sale contract with the Company you have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.
15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.
16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.
17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.
18. Failure to take reasonable care of the Goods including excessive use, damage to body work, interior or mechanical components or any alterations or loss of any part or accessory (excepting reasonable wear and tear) will result in a claim against you for repair and/or the loss in value that results.
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23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfd-uk.co.uk
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31. You agree this agreement contains the whole agreement and supersedes all prior negotiations or representations. No reliance is placed on such representations or those contained in any price list, brochure, catalogue or advertisement.